

ESTTA Tracking number: **ESTTA301716**

Filing date: **08/18/2009**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91190998
Party	Defendant Raskansky, Allison
Correspondence Address	RASKANSKY, ALLISON 6206 W DESERT INN RD # B LAS VEGAS, NV 89146-6612 fiddlesky2001@yahoo.com
Submission	Motion to Suspend for Civil Action
Filer's Name	Mark G. Tratos
Filer's e-mail	lvttab@gtlaw.com, lvpto@gtlaw.com, tratosm@gtlaw.com, zastrowl@gtlaw.com, hobanr@gtlaw.com
Signature	/s/Mark G. Tratos
Date	08/18/2009
Attachments	Motion to Suspend Proceeding.pdf (133 pages)(26076466 bytes)

1 **IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**
2 **BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**
3

4 In the matter of application Serial No. 77/657,849

5 Published in the *Official Gazette* of May 19, 2009

6 HWAL'BAY BA:J ENTERPRISES, INC., a
7 tribally chartered corporation of, and owned
8 by, the Hualapai Indian Tribe,

9 Opposer,

10 vs.

11 ALLISON RASKANSKY,

12 Applicant.

Opposition No.: 91190998

Serial No.: 77657849

Mark: DESTINATIONGRANDCANYON.COM

13 **MOTION TO SUSPEND PROCEEDING**

14 Pursuant to TBMP §510.02(a), Registrant Allison Raskansky ("Registrant") respectfully
15 requests suspension of the above-captioned proceeding pending resolution of the arbitration pending
16 before the American Arbitration Association (Case No. 79-147-Y-000104-09) brought by
17 Destination Grand Canyon, Inc. against Petitioner Hwal'Bay Ba:J Enterprises, Inc. ("Petitioner")
18 pursuant to three Marketing Service Agreements (the "Agreements"). **See Marketing Service**
19 **Agreements attached hereto as Exhibits 1, 2 and 3 respectively.** Specifically Section 12 of each
20 agreement mandates that "any controversy, claim or dispute arising out of or related to" the
21 Agreements be resolved through "binding arbitration." **Id.**

22 In the AAA action, Petitioner is asking the court, in the context of related state law claims,
23 to make a determination that Petitioner is the rightful owner of the
24 DESTINATIONGRANDCANYON.COM trademark. Registrant claims, among other things, that
25 Registrant is the rightful owner of the trademark. A copy of the Answer and Counterclaims filed
26 with the AAA on July 24, 2009 is attached hereto as Exhibit 4.
27
28

1 The Arbitrator's determination in the pending arbitration will have a bearing on the Board
2 proceeding. As such, it is respectfully requested this matter be suspended.

3 DATED this 18th day of August, 2009.

4 **GREENBERG TRAURIG**

5 By: 

6 Mark G. Tratos
7 Lisa J. Zastrow
8 3773 Howard Hughes Parkway
9 Suite 400 N
10 Las Vegas, Nevada 89169
11 *Attorneys for Registrant*

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Greenberg Traurig, LLP
Suite 500 North, 3773 Howard Hughes Parkway
Las Vegas, Nevada 89109
(702) 792-3773
(702) 792-9002 (fax)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **MOTION TO SUSPEND PROCEEDING**
was served by first class mail, postage prepaid, this 18th day of August, 2009.

Ruth Khalsa
Dan W. Goldfine
Snell & Wilmer, LP
One Arizona Center
400 E. Van Buren
Phoenix, AZ 85004-2202
Attorneys for Opposer


An employee of GREENBERG TRAURIG

EXHIBIT 1

**MARKETING SERVICES AGREEMENT
(GRAND CANYON WEST)**

This MARKETING SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 1st day of June, 2005, between HWAL'BAY BA:J ENTERPRISES, INC., dba GRAND CANYON RESORT CORPORATION, a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe ("GCRC"), and DESTINATION GRAND CANYON, INC., a Nevada corporation ("Company").

RECITALS:

A. Company is actively engaged in the marketing and promotion of tours and tourism related projects on, at, or near Las Vegas, Nevada, and all surrounding areas, including, without limitation, Grand Canyon West located within the Hualapai Indian Reservation ("Grand Canyon West").

B. GCRC is actively involved in the tourism and tourist related industries and desires assistance in the marketing, sales and promotion of their existing and future business interests and projects.

C. GCRC is willing to engage Company and Company is willing to provide marketing services to GCRC in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GCRC and Company agree as follows:

1. **SCOPE OF SERVICES.** Company's work shall include the provision of such services, preparation of such documents, reports and presentations as described in Appendix A, attached hereto and made a part hereof by this reference (the "Services").

2. **JOINT PERFORMANCE.**

(a) The parties warrant and represent to each other that they will not act in any manner which would cause this Agreement to be altered, amended, modified, canceled, or terminated (except as allowed by Section 8) without the consent of the other and that they will at all times act in good faith and deal fairly with the other party. The parties further warrant and represent that they will take all action necessary to ensure that this Agreement shall remain in good standing at all times and will fully cooperate with each other in achieving the goals of this Agreement.

(b) Company shall perform the Services in an efficient and economical manner consistent with the level of care, skill, practice and judgment exercised by other professional service providers in performing services of a similar nature under similar circumstances. Company represents and warrants to GCRC that all persons who will be performing the Services possess the requisite skill, training and experience and hold all required licenses and permits to render the Services contemplated by this Agreement.

3. COMPENSATION. The compensation from GCRC to Company in exchange for the Services shall be as set forth in Appendix B, attached hereto and made a part hereof by this reference.

4. ACCESS TO INFORMATION. Within sixty (60) days of the execution of this Agreement, GCRC agrees to provide Company with a detailed annual budget for of all of GCRC's tourist and tourism related business interests, broken down into individual line items. GCRC also agrees to provide Company with access to any and all of GCRC's current tourist and tourism related projects. Upon Company's reasonable request, GCRC will provide Company with documents, drawings, photographs, reports, data and other information reasonably necessary, in GCRC's sole and absolute discretion, for the effective and efficient performance of the Services. Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in connection with the Services are the sole property of GCRC for use exclusively by GCRC or its designated agents and employees and shall be submitted to GCRC within 5 working days after a written request from GCRC, and, in any event, upon termination of this Agreement.

5. EMPLOYMENT PREFERENCES.

(a) It is recognized that one of the basic factors involved in this Agreement is the fact that substantial and persistent Native American unemployment and underemployment exists, and the Services are reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

(b) Eligible Individuals shall receive preference in hiring and in all other aspects of employment with Company in connection with the operation of the Services in accordance with terms of this Agreement. As used in this Agreement, "Eligible Individual" means an enrolled Native American and any other individual that, pursuant to federal law applicable to Native Americans, can be given preference in employment decisions.

(c) Company shall notify the Director of Human Resources for GCRC (the "Personnel Director") of all job openings in connection with the Services and the required qualifications for such job openings. Company shall not employ any person who is not an Eligible Individual without giving the Personnel Director at least three days prior notice so that a qualified Eligible Individual may be referred for employment.

(d) Qualified Eligible Individuals shall have preference in promotions, and such openings shall be announced at least three days prior to filling them. Notice, together with the required qualifications for such open position, shall be given to the Personnel Director at least three working days prior to the filling of any such vacancy if Company proposes to fill said vacancy with a non-Eligible Individual.

(e) It is the purpose and intent of the provisions of this Section 5(e) that if there are two or more persons qualified for a job opening, and one of such persons is an Eligible Individual, the qualified person who is an Eligible Individual shall be selected. If no qualified Eligible Individual applies for the job opening, a person who is not an Eligible Individual may be selected for employment by company. It is not the intent and purpose of this Section 5(e) to

establish quotas. If no qualified Eligible Individual is available for a job opening or promotion and a non-Eligible Individual is hired or promoted by Company, such individual's employment or promotion shall not be terminated or rescinded solely upon the basis that a qualified Eligible Individual subsequently becomes available for hiring or promotion.

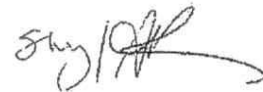
6. CONFIDENTIALITY; NON-COMPETE AGREEMENT.

(a) Confidentiality.

(1) Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in the performance of the Services are confidential ("Confidential Information") and shall not be disclosed or made available to any individual or entity other than GCRC except with the prior approval of GCRC. Confidential Information also includes (i) information in both tangible and intangible form, oral and written form, or contained in any form relating to GCRC's dealers, customers or vendors ("GCRC Vendor"), existing or proposed products, research and development, software, services or marketing plans, and (ii) information which, though not specifically disclosed to Company by GCRC, is made available to Company through Company's access to, or inspection of, GCRC's facilities, products, customers, or suppliers.

(2) Company agrees that any and all Confidential Information, including all documents and other media containing Confidential Information and all reproductions (whether delivered to Company, reproduced by Company or generated by Company) shall at all times be and remain the sole and exclusive property of GCRC. In addition, nothing in this Agreement shall be construed to convey to Company any right, title, interest, license or right to use Confidential Information or any other intellectual property, including, but not limited to, any patents, trademarks or copyrights that may be disclosed or discussed with Company. In the event of the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall promptly deliver to GCRC all materials, documents and data of any nature contained in or pertaining to any Confidential Information and Company shall not take or remove any such materials, documents or data or any reproductions thereof.

(3) During the term of this Agreement and following the termination of this Agreement for a period of 10 years, Company shall not directly or indirectly use, furnish, disseminate, disclose, or authorize any disclosure to third parties any part or all of the Confidential Information without prior written consent by GCRC. Nor shall Company use, copy or duplicate such Confidential Information, in whole or in part, for any purpose whatsoever except to perform Company's duties as are appropriate in conjunction with Services provided pursuant to this Agreement. Company further agrees that any Confidential Information Company obtains shall be disclosed only to those persons employed by GCRC whose duties reasonably require the need for such information, and then only on the basis of a clear understanding by those persons of their obligation to maintain confidentiality of such information and their obligation to restrict the use of such information as stated in this Agreement.



(b) Conflict of Interests; Notification; Anti-Kickback. During the term of this Agreement:

(1) Allison Raskansky shall not be employed by any person or entity who is a GCRC Vendor;

(2) Company shall notify GCRC of any contractual relationship, or negotiations concerning a contractual relationship, whether written or oral, between Company and any GCRC Vendor; such notification to occur immediately, but no later than 5 working days following, the commencement of any such contractual relationship, or negotiations concerning such contractual relationship;

(3) Company shall not accept any portion, split or percentage of any fees or charges earned or received by any GCRC Vendor for the rendering of products or services by such GCRC Vendor to Grand Canyon West; provided, however, that Company may receive payment from a GCRC Vendor, which has been disclosed to GCRC in accordance with Section 6(b)(2), for marketing services provided by the Company to such GCRC Vendor.

(4) Company may not receive a commission, fee, or charge from any money paid by GCRC for advertising or promotional material.

(c) Non-Compete. During the term of this Agreement and for a period of two (2) years from the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall not, directly or indirectly, become interested in (as partner, stockholder, director, officer, principal, agent, employee, trustee, lender of money or in any other relation or capacity whatsoever) any business that exclusively performs services at the South Rim of the Grand Canyon without the prior written consent of GCRC.

7. TERM. Unless terminated sooner by GCRC pursuant to Sections 8 and 9, the term of this Agreement shall commence on June 1, 2005, and terminate on December 31, 2007; provided, however, that, unless terminated sooner by GCRC pursuant to Sections 8 and 9, this Agreement shall automatically extend for an additional 12 month period, through and including December 31, 2010, in the event that GCRC's Average Annual Growth Rate is greater than 17.2%. For purposes of this Section 7, "Average Annual Growth Rate" means the average percentage increase in Annual Gross Revenues for the period commencing January 1, 2006, to the most recent year end, as determined by GCRC in accordance with GAAP.

8. CONDITIONS GOVERNING TERMINATION.

(a) GCRC may terminate this Agreement by providing notice to Company, as provided in Section 9, upon the occurrence of the following ("Events of Default"):

(1) Any material breach of this Agreement by Company; or

(2) Any default or breach by Company of any other contract between GCRC and Company.



(b) At the option of GCRC and upon the death of Allison Raskansky or if Allison Raskansky becomes physically incapacitated or mentally incompetent such that she is unable to meaningfully participate in the management of Company, GCRC may terminate this Agreement at the end of the current quarter after delivery of 30 days prior written notice to Company; provided, however, in years 2009 and 2010, GCRC may only terminate this Agreement under this Section 8(b) on December 31st.

(c) In the event of a Force Majeure event that has a material adverse impact on GCRC's financial statements, including financial projections, then GCRC may terminate this Agreement after 90 days written notice to Company. "Force Majeure" means an event that is reasonably not anticipated by GCRC and not within the reasonable control of GCRC. Force Majeure includes strike, lockout, act of a public enemy, severe weather, war, terrorism, blockade, insurrection, riot or act of God.

(d) In the event that Grand Canyon West's Gross Revenues does not increase by over 5% over the previous 12 month period, then GCRC may terminate this Agreement after 90 days written notice to Company.

9. NOTICE AND CURE. Upon the occurrence of an Event of Default, GCRC shall submit written notice of the default to Company (a "Notice of Default"). Company shall have 30 days from receipt of such Notice of Default to cure any Event of Default and this Agreement shall not be terminated if Company shall have cured such default within 30 days after receipt of the Notice of Default.

10. REPRESENTATIONS AND RELATIONSHIP OF PARTIES.

(a) In order to induce GCRC to enter into this Agreement, Company represents and warrants that the following statements are true and correct to the best of its knowledge: (a) Company is a corporation duly organized and validly existing under the laws of the State of Nevada; (b) Company has the corporate power and corporate authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by GCRC this Agreement constitutes the valid and binding obligation of Company, enforceable in accordance with its terms; and (d) Company is in compliance with all applicable federal, state and local laws in connection with this Agreement and which may relate to this Agreement and the transactions contemplated hereby.

(b) In order to induce Company to enter into this Agreement, GCRC represents and warrants that the following statements are true and correct to the best of its knowledge: (a) GCRC is an entity duly organized and validly existing; (b) GCRC has the power and authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by Company, this Agreement constitutes the valid and binding obligation of GCRC, enforceable in accordance with its terms; and (d) GCRC is in compliance with all applicable federal state and local laws, including, but not limited to, those which may relate to this Agreement and the transactions contemplated hereby. Company is an independent contractor and not an agent or employee of GCRC.



(c) Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between GCRC and Company other than that of independent contractor. Neither party shall have any authority to supervise the employees, representatives or subcontractors of the other party, nor to make any statements, representations or commitments of any kind or take any actions which will be binding upon the other party except as specifically provided in this Agreement.

11. **INSURANCE.** Company shall obtain (or in GCRC's sole and absolute discretion, GCRC may obtain the insurance required under Section 11(a) below, at the Company's sole cost and expense) and provide GCRC with written evidence of the following insurance coverage, which coverage shall remain in force during the term of this Agreement:

(a) Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG0001 (11/88) or ISO Comprehensive General Liability "occurrence" Form GL0002 (Ed 1/73) with the Broad Form Comprehensive General Liability Endorsement GL0404, including blanket contractual liability coverage, with limits of at least:

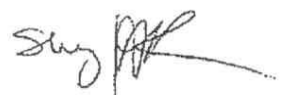
\$2,000,000 General Aggregate
\$1,000,000 Personal and Advertising Injury Limit
\$100,000 Fire Damage Limit (Any One Fire)
\$5,000 Medical Expense Limit (Any One Person)

(b) Employer's Liability or Stop Gap Liability insurance with limits of not less than \$1,000,000 each Accident, \$1,000,000 Each Employee Disease, and \$1,000,000 Policy Limit Disease.

(c) Automobile Liability Insurance on ISO Business Auto Coverage form number CA0001, including Symbol 1. Each vehicle with a seating capacity of 15 passengers or less must have limits of liability of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(d) Insurance in accordance with all applicable state and federal laws relating to workers' compensation with respect to all of Company's employees, owners and officers, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Each policy of insurance shall be in a form and with insurers satisfactory to GCRC and provide 30 days advance notice to GCRC of non-renewal, material change, cancellation or potential exhaustion of aggregate limits. The policy provided pursuant to Section 11(a) must include an endorsement amending the aggregate limits to apply on per location or per project basis. Company shall have GCRC and the Hualapai Indian Tribe named as an additional insured on the policies described under Section 11(a), and such policies shall not have deductibles that exceed \$5,000 per occurrence. Prior to the commencement of the Services and thereafter upon GCRC's request during the term of this Agreement, Company shall provide GCRC with written evidence of the required coverage in the form of a certificate of insurance with the applicable endorsements attached or a copy of the policy.



12. ARBITRATION; GOVERNING LAW; JURISDICTION.

(a) Mandatory Arbitration. Any controversy, claim or dispute arising out of or related to this Agreement shall be resolved through binding arbitration. The arbitration shall be conducted by a sole arbitrator; provided, however, if the parties cannot agree upon an arbitrator, each party will select an arbitrator and the two arbitrators will select the sole arbitrator to resolve the dispute. Either party may request and thus initiate arbitration of the dispute by written notice ("Arbitration Notice") to the other party. The Arbitration Notice shall state specifically the dispute that the initiating party wishes to submit to arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as limited by Section 12(d). Judgment upon the award (as limited by Section 12(d)) rendered by the arbitrator may be enforced through appropriate judicial proceedings in any federal court having jurisdiction. Prompt disposal of any dispute is important to GCRC and Company. The parties agree that the resolution of any dispute shall be conducted expeditiously, to the end that the final disposition thereof shall be accomplished within 120 days or less.

(b) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Nevada and the Hualapai Indian Tribe. The laws of the State of Nevada specifically exclude, however, any laws of the State of Nevada that may be interpreted to (i) waive GCRC's or Hualapai Indian Tribe's sovereign immunity (ii) require arbitration, other than as agreed to in Section 12(a) above, or (iii) require GCRC or the Hualapai Indian Tribe to appear in any courts or hearings or other proceedings in the State of Nevada, except federal courts. The venue and jurisdiction for (i) any litigation under this Agreement and (ii) all other civil matters arising out of the Services or this Agreement shall be the federal courts sitting in the State of Arizona, and located in or around Peach Springs, Arizona.

(c) Unenforceability. With respect to any provision of this Agreement finally determined by a federal court of competent jurisdiction to be unenforceable, such federal court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the parties shall abide by such federal court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision shall remain in full force and effect.

(d) Limited Waiver of Sovereign Immunity. GCRC expressly waives its sovereign immunity with respect to all disputes arising out of this Agreement to the extent permitted under the Hualapai Indian Tribe's Constitution. GCRC's waiver of sovereign immunity from suit is specifically limited by the Hualapai Indian Tribe's Constitution and to the following actions and judicial remedies:

(1) The action must be brought by Company and not by any other person, corporation, partnership, government, governmental agency or entity whatsoever; and



(2) Any money damages will be limited to the assets that are solely owned by GCRC. No money damages, awards, fines, fees, costs or expenses can be brought or awarded against the Hualapai Indian Tribe in arbitration, judicial, or governmental agency action; and

(3) An action in a federal court of competent jurisdiction in Arizona to either (i) compel arbitration or (ii) enforce a determination by an arbitrator requiring GCRC to specifically perform any obligation under this Agreement (other than an obligation to pay any money damages under Section 12(d)(2)).

13. ATTORNEYS' FEES. If a lawsuit arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to recover from the other party the substantially prevailing party's reasonable costs, expenses and attorneys' fees, including in-house attorneys' fees incurred in such action.

14. COMPLIANCE WITH LAWS; GOVERNMENTAL AGENCY COMMUNICATIONS. Company shall comply with laws, rules, regulations, and ordinances of the Hualapai Indian Tribe, the state(s) where the Services are being performed, and United States of America if applicable. Company shall not contact any governmental agency regarding the Services unless GCRC's approval is secured prior to the communication.

15. NO ASSIGNMENTS OR DELEGATION.

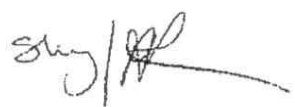
(a) This Agreement may not be assigned, by operation of law or otherwise, by Company without the prior written consent of GCRC, which may be withheld in its sole discretion.

(b) None of the Services may be delegated or subcontracted to an independent contractor without the prior written consent of GCRC, which may be withheld in its sole discretion. In the event Company retains any independent contractor to perform all or any portion of the Services, however, Company shall remain fully responsible for the manner and quality of Services performed.

16. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights or benefits to parties other than GCRC or Company.

17. TIME OF ESSENCE. Time is of the essence of this Agreement.

18. NOTICES. All notices and communications relating to this Agreement in any manner whatsoever shall be deemed given when delivered personally to that party, transmitted via facsimile (with electronic confirmation) to that party at the facsimile number for that party set forth below, mailed by certified mail (postage prepaid and return receipt requested) to that party at the address for that party set forth below, or delivered by Federal Express or any other similar nationally recognized express delivery service for delivery to that party at that address:



To Company: DESTINATION GRAND CANYON, INC.
Attn.: Allison Raskansky

Fax: (702) _____

With a copy to: _____

To GCRC: GRAND CANYON RESORT CORPORATION
Attn.: President
P.O. Box 359
Peach Springs, Arizona 86434
Fax: (928) 769-2410

With a copy to: Mark D. Ohre, Esq.
Snell & Wilmer L.L.P.
One Arizona Center
Phoenix, Arizona 85004-2202
Fax: (602) 382-6070

Any party may change its address or telecopy number for notices under this Agreement at any time by giving the other party notice of such change.

19. **EXECUTION; ENTIRE AGREEMENT.** This Agreement shall not become effective or binding upon the parties until accepted by both parties as evidenced by their respective signatures hereto. This Agreement constitutes the final and complete agreement between the parties hereto with respect to the subject matter of this Agreement, superseding all prior agreements, written or oral, or discussions between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by a writing signed by duly authorized representatives of GCRC and Company.

20. **GENDER.** Whenever used in this Agreement, words in the masculine gender shall include the feminine gender and vice versa.

21. **LIMITED EFFECT OF WAIVER.** No failure or delay by either party hereto in exercising any power, right or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any such power, right or privilege will preclude any other or further exercise thereof or of any other power, right or privilege.

22. **CONSTRUCTION.** This Agreement is the result of negotiations between GCRC and Company. Accordingly, the Agreement shall not be construed for or against GCRC or Company, regardless of which party drafted the Agreement or any part thereof. The underlined headings contained herein are for convenience only and are not to be deemed to be part of this Agreement and are not to be referred to in connection with the interpretation of this Agreement.

Shay / [Signature]

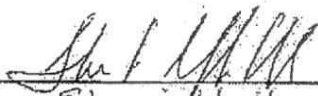
23. **FURTHER ASSURANCES.** GCRC and Company shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, Company and GCRC, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement the day and year first above written.

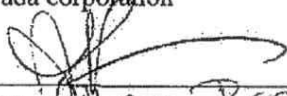
GCRC:

**HWAL'BAY BA:J ENTERPRISES, INC., dba
GRAND CANYON RESORT CORPORATION, a
tribally chartered corporation of, and owned by, the
Nation**

By: 
Name: Sheri Yellow Hawk
Title: CEO

COMPANY:

**DESTINATION GRAND CANYON, INC., a
Nevada corporation**

By: 
Name: Allison Roskamsky
Title: President & CEO



APPENDIX A

SCOPE OF SERVICES

The Services to be performed by Company shall include, but not be limited to, the following:

1. Consulting, advising or coaching GCRC's marketing, sales and advertising as it relates to GCRC's tourism related business interests;
2. Representative shall use its best efforts to promote Grand Canyon West as a destination including the promotion of the Products at Grand Canyon West;
3. Representative will devote adequate time and effort to perform its obligation;
4. Representative shall also provide consulting and assistance to Company in promotional activities for Grand Canyon West such as trade shows, product presentations, sales calls and other activities of GCRC with respect to the Products;
5. Representative shall report monthly to GCRC concerning promotion of the Products in addition the representative will;
6. Analyze GCRC's current and proposed products and services;
7. Assist with product development and implementation in the market place;
8. Assist with and arrange for Sales training at Grand Canyon West;
9. Create, prepare and submit to GCRC for its prior approval advertising ideas and programs;
10. Prepare and submit to GCRC for its prior approval estimates of costs and expenses associated with proposed advertising ideas and programs;
11. Design and prepare, or arrange for the design and preparation of, advertisements;
and
12. Order advertising space, time or other means to be used for publication of Advertiser's advertisements, at all times endeavoring to secure the most efficient and advantageous rates available.



APPENDIX B

COMPANY COMPENSATION

1. **Monthly Fee.** During the term of the Agreement, GCRC shall pay Company a monthly fee as follows:

From	Through and Including	Amount
June 2005	December 2007	\$4,000.00
January 2007	December 2010	\$5,000.00

In the event that the Agreement continues beyond December, 2010, GCRC and Company shall endeavor to agree to a monthly fee arrangement.

2. **Percentage of Gross Annual Sales.**

(a) **Base Revenue Amount.** The "Base Revenue Amount" will equal \$6,000,000 for GCRC's fiscal year ending December 31, 2005, and be increased at the beginning of each fiscal year by 20% as follows:

Fiscal Year	Base Revenue Amount
June 1, 2005, to December 31, 2005	\$3,000,000
January 1, 2006, to December 31, 2006	\$3,600,000
January 1, 2007, to December 31, 2007	\$4,200,000
January 1, 2008, to December 31, 2008	\$4,800,000
January 1, 2009, to December 31, 2009	\$5,400,000
January 1, 2010, to December 31, 2010	\$6,000,000

(b) GCRC shall pay to Company, within thirty (30) days of the close of each month after the Base Revenue Amount is satisfied, for the term of this Agreement, a percentage of Grand Canyon West's Annual Gross Revenues as follows:

Annual Gross Revenues	Percentage Paid to Company
\$0 to Base Revenue Amount	0.0%
Base Revenue Amount to \$20,000,000.00	1.0%

July 1, 2005

\$20,000,001.00 to \$40,000,000.00	0.8%
\$40,000,001.00 to \$60,000,000.00	0.6%
\$60,000,001.00 and above	0.4%

(c) "Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by Grand Canyon West from or in connection with Grand Canyon West's business, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) eighty-five percent (85%) of all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) all revenues, receipts and income from operations with Oriental Travel and Tours, Inc. or any affiliates; (iii) all revenues, receipts and income from operations of the to be constructed old-west themed facility; (iv) all revenues, receipts and income from operations of to be constructed Indian Village and Skywalk facility; (v) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (vi) all revenues, receipts and income from federal, state and municipal grants; (vii) interest accrued on amounts in GCRC's operating reserve and any capital reserve, (viii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (ix) proceeds from the sale, condemnation or other disposition of non-inventory assets; (x) returned deposits or refunds to customers, (xi) imputed value of goods or services furnished on a complimentary basis, and (xii) proceeds of insurance. Annual Gross Revenues shall be determined on an accrual basis.

3. Percentage of Oriental Travel and Tours Sales.

(a) GCRC shall pay to Company, within thirty (30) days of the close of each month after the OTT Base Revenue Amount is satisfied, for the term of this Agreement, a percentage of GCRC OTT Annual Gross Revenues as follows:

OTT Annual Gross Revenues	Percentage Paid to Company
\$0 to \$180,000 (the " <u>OTT Base Revenue Amount</u> ")	0.0%
OTT Base Revenue Amount and above	0.2%

(b) "OTT Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by GCRC from or in connection with the services provided by Oriental Travel and Tours, Inc. at Grand Canyon West, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) eighty-five percent (85%) of all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) Annual Gross Revenues; (iii) all revenues, receipts and income from operations of the to be constructed old-west themed facility;

Signature

(iv) all revenues, receipts and income from operations of to be constructed Indian Village and Skywalk facility; (v) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (vi) all revenues, receipts and income from federal, state and municipal grants; (vii) interest accrued on amounts in GCRC's operating reserve and any capital reserve, (viii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (ix) proceeds from the sale, condemnation or other disposition of non-inventory assets; (x) returned deposits or refunds to customers, (xi) imputed value of goods or services furnished on a complimentary basis, and (xii) proceeds of insurance. OTT Annual Gross Revenues shall be determined on an accrual basis.

4. Annual Audit. GCRC performs an annual audit commencing on January 1st of each year. Due to the required auditing procedures, December's percentage of sales payment, due at the end of January may be delayed for up to 90 days.

Shy / 

OTT Base Revenue Amount and above	0.2%
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(b) OTT Annual Gross Revenues. "OTT Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by GCRC from or in connection with the services provided by Oriental Travel and Tours, Inc. at Grand Canyon West, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) eighty-five percent (85%) of all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) Annual Gross Revenues; (iii) all revenues, receipts and income from operations of the to be constructed old-west themed facility; (iv) all revenues, receipts and income from operations of to be constructed Indian Village and Skywalk facility; (v) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (vi) all revenues, receipts and income from federal, state and municipal grants; (vii) interest accrued on amounts in GCRC's operating reserve and any capital reserve, (viii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (ix) proceeds from the sale, condemnation or other disposition of non-inventory assets; (x) returned deposits or refunds to customers, (xi) imputed value of goods or services furnished on a complimentary basis, and (xii) proceeds of insurance. OTT Annual Gross Revenues shall be determined on an accrual basis.

2. Hualapai Lodge and Hualapai River Operations.

2.1 Monthly Fee. During the term of the Agreement, GCRC shall pay Company a monthly fee for marketing services rendered on behalf of Hualapai Lodge and Hualapai River Operations in the amount of \$3,500. In the event that the Agreement continues beyond December 2010, GCRC and Company shall endeavor to agree to a monthly fee arrangement.

2.2 Percentage of Hualapai Lodge and Hualapai River Operations Sales.

(a) HLR Base Revenue Amount. The "HLR Base Revenue Amount" will equal, in the aggregate, for Hualapai Lodge and Hualapai River Operations' fiscal quarters ending on March 31, 2006, June 30, 2006, September 30, 2006, and December 31, 2006, the following:

Fiscal Quarter	Base Revenue Amount
First Quarter 2006 (January 1, 2006, to March 31, 2006)	\$322,416
Second Quarter 2006 (April 1, 2006, to June 30, 2006)	\$1,619,902

leg/

Third Quarter 2006 (July 1, 2006, to September 30, 2006)	\$1,768,549
Fourth Quarter (October 1, 2006, to December 31, 2006)	\$TBD

(b) Bonus. GCRC shall pay to Company, within sixty (60) days after the end of each fiscal quarter, a bonus equivalent to the lesser of (i) \$10,500 multiplied by the Year-To-Year Revenue Percentage, or (ii) \$10,500 multiplied by the Highest Revenue Percentage.

(c) Year-To-Year Revenue Percentage. The "Year-To-Year Revenue Percentage" means the percent, rounded to the nearest tenth of a percent, by which HLR Aggregate Quarterly Gross Revenues for the most recent fiscal quarter exceed the HLR Base Revenue for the same fiscal quarter in the previous year.

(d) HLR Aggregate Quarterly Gross Revenues. "HLR Aggregate Quarterly Gross Revenues" means the aggregate of all revenues, receipts and income of any kind derived directly (i) by Hualapai Lodge, and (ii) from Hualapai River trips, as of the fiscal quarter ending on March 31st, June 30th, September 30th, or December 31st of the calendar year, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) all revenues, receipts and income from federal, state and municipal grants; (ii) interest accrued on amounts in GCRC's operating reserve and any capital reserve, (iii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (iv) proceeds from the sale, condemnation or other disposition of non-inventory assets; (v) returned deposits or refunds to customers, (vi) imputed value of goods or services furnished on a complimentary basis, and (vii) proceeds of insurance. HLR Aggregate Quarterly Gross Revenues shall be determined on an accrual basis.

(e) Highest Revenue Percentage. The "Highest Revenue Percentage" means the percent, rounded to the nearest tenth of a percent, by which HLR Aggregate Quarterly Gross Revenues for the most recent fiscal quarter exceed the highest HLR Aggregate Quarterly Gross Revenues for the same fiscal quarter in the previous three (3) calendar years.

3. Annual Audit. GCRC performs an annual audit commencing on January 1st of each year. Due to the required auditing procedures, December's monthly payment due at the end of January may be delayed for up to 90 days.



EXHIBIT 2

**MARKETING SERVICES AGREEMENT
(SKYWALK)**

This MARKETING SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 1st day of June, 2005, between HWAL'BAY BAJ ENTERPRISES, INC., dba 'SA' NYU WA, a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe ("SNW"), and DESTINATION GRAND CANYON, INC., a Nevada corporation ("Company").

RECITALS:

A. Company is actively engaged in the marketing and promotion of tours and tourism related projects on, at, or near Las Vegas, Nevada, and all surrounding areas, including, without limitation, Grand Canyon West located within the Hualapai Indian Reservation ("Grand Canyon West").

B. SNW is actively involved in the tourism and tourist related industries and desires assistance in the marketing, sales and promotion of their existing and future business interests and projects.

C. SNW is willing to engage Company and Company is willing to provide marketing services to SNW in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SNW and Company agree as follows:

1. **SCOPE OF SERVICES.** Company's work shall include the provision of such services, preparation of such documents, reports and presentations as described in Appendix A, attached hereto and made a part hereof by this reference (the "Services").

2. **JOINT PERFORMANCE.**

(a) The parties warrant and represent to each other that they will not act in any manner which would cause this Agreement to be altered, amended, modified, canceled, or terminated (except as allowed by Section 8) without the consent of the other and that they will at all times act in good faith and deal fairly with the other party. The parties further warrant and represent that they will take all action necessary to ensure that this Agreement shall remain in good standing at all times and will fully cooperate with each other in achieving the goals of this Agreement.

(b) Company shall perform the Services in an efficient and economical manner consistent with the level of care, skill, practice and judgment exercised by other professional service providers in performing services of a similar nature under similar circumstances. Company represents and warrants to SNW that all persons who will be performing the Services possess the requisite skill, training and experience and hold all required licenses and permits to render the Services contemplated by this Agreement.



(c) Company will lease an H2 Hummer in the Company's name. The Hummer Lease will be pre-approved by SNW and the Hummer will be wrapped in Skywalk-related marketing material and pictures approved by SNW for the term of this Agreement. Company will use the Hummer only while performing the Services.

3. **COMPENSATION.** The compensation from SNW to Company in exchange for the Services shall be as set forth in **Appendix B**, attached hereto and made a part hereof by this reference.

4. **ACCESS TO INFORMATION.** Within sixty (60) days of the execution of this Agreement, SNW agrees to provide Company with a detailed annual budget for all of SNW's tourist and tourism related business interests, broken down into individual line items. SNW also agrees to provide Company with access to any and all of SNW's current tourist and tourism related projects. Upon Company's reasonable request, SNW will provide Company with documents, drawings, photographs, reports, data and other information reasonably necessary, in SNW's sole and absolute discretion, for the effective and efficient performance of the Services. Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in connection with the Services are the sole property of SNW for use exclusively by SNW or its designated agents and employees and shall be submitted to SNW within 5 working days after a written request from SNW, and, in any event, upon termination of this Agreement.

5. **EMPLOYMENT PREFERENCES.**

(a) It is recognized that one of the basic factors involved in this Agreement is the fact that substantial and persistent Native American unemployment and underemployment exists, and the Services are reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

(b) Eligible Individuals shall receive preference in hiring and in all other aspects of employment with Company in connection with the operation of the Services in accordance with terms of this Agreement. As used in this Agreement, "Eligible Individual" means an enrolled Native American and any other individual that, pursuant to federal law applicable to Native Americans, can be given preference in employment decisions.

(c) Company shall notify the Director of Human Resources for SNW (the "Personnel Director") of all job openings in connection with the Services and the required qualifications for such job openings. Company shall not employ any person who is not an Eligible Individual without giving the Personnel Director at least three working days prior notice so that a qualified Eligible Individual may be referred for employment.

(d) Qualified Eligible Individuals shall have preference in promotions, and such openings shall be announced at least three days prior to filling them. Notice, together with the required qualifications for such open position, shall be given to the Personnel Director at least three days prior to the filling of any such vacancy if Company proposes to fill said vacancy with a non-Eligible Individual.

SNW/AA

(e) It is the purpose and intent of the provisions of this Section 5(e) that if there are two or more persons qualified for a job opening, and one of such persons is an Eligible Individual, the qualified person who is an Eligible Individual shall be selected. If no qualified Eligible Individual applies for the job opening, a person who is not an Eligible Individual may be selected for employment. It is not the intent and purpose of this Section 5(e) to establish quotas. If no qualified Eligible Individual is available for a job opening or promotion and a non-Eligible Individual is hired or promoted by Company, such individual's employment or promotion shall not be terminated or rescinded solely upon the basis that a qualified Eligible Individual subsequently becomes available for hiring or promotion.

6. CONFIDENTIALITY; NON-COMPETE AGREEMENT.

(a) Confidentiality.

(1) Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in the performance of the Services are confidential ("Confidential Information") and shall not be disclosed or made available to any individual or entity other than SNW except with the prior approval of SNW. Confidential Information also includes (i) information in both tangible and intangible form, oral and written form, or contained in any form relating to SNW's dealers, customers or vendors ("SNW Vendor"), existing or proposed products, research and development, software, services or marketing plans, and (ii) information which, though not specifically disclosed to Company by SNW, is made available to Company through Company's access to, or inspection of, SNW's facilities, products, customers, or suppliers.

(2) Company agrees that any and all Confidential Information, including all documents and other media containing Confidential Information and all reproductions (whether delivered to Company, reproduced by Company or generated by Company) shall at all times be and remain the sole and exclusive property of SNW. In addition, nothing in this Agreement shall be construed to convey to Company any right, title, interest, license or right to use Confidential Information or any other intellectual property, including, but not limited to, any patents, trademarks or copyrights that may be disclosed or discussed with Company. In the event of the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall promptly deliver to SNW all materials, documents and data of any nature contained in or pertaining to any Confidential Information and Company shall not take or remove any such materials, documents or data or any reproductions thereof.

(3) During the term of this Agreement and following the termination of this Agreement for a period of 10 years, Company shall not directly or indirectly use, furnish, disseminate, disclose, or authorize any disclosure to third parties any part or all of the Confidential Information without prior written consent by SNW. Nor shall Company use, copy or duplicate such Confidential Information, in whole or in part, for any purpose whatsoever except to perform Company's duties as are appropriate in conjunction with Services provided pursuant to this Agreement. Company further agrees that any Confidential Information Company obtains shall be disclosed only to those



persons employed by SNW whose duties reasonably require the need for such information, and then only on the basis of a clear understanding by those persons of their obligation to maintain confidentiality of such information and their obligation to restrict the use of such information as stated in this Agreement.

(b) Conflict of Interests; Notification; Anti-Kickback. During the term of this Agreement:

(1) Allison Raskansky shall not be employed by any person or entity who is a SNW Vendor;

(2) Company shall notify SNW of any contractual relationship, or negotiations concerning a contractual relationship, whether written or oral, between Company and any SNW Vendor; such notification to occur immediately, but no later than 5 working days following, the commencement of any such contractual relationship, or negotiations concerning such contractual relationship;

(3) Company shall not accept any portion, split or percentage of any fees or charges earned or received by any SNW Vendor for the rendering of products or services by such SNW Vendor to the Skywalk Facilities; provided, however, that Company may receive payment from a SNW Vendor, which has been disclosed to SNW in accordance with Section 6(b)(2), for marketing services provided by the Company to such SNW Vendor.

(4) Company may not receive a commission, fee, or charge from any money paid by SNW for advertising or promotional material.

(c) Non-Compete. During the term of this Agreement and for a period of two (2) years from the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall not, directly or indirectly, become interested in (as partner, stockholder, director, officer, principal, agent, employee, trustee, lender of money or in any other relation or capacity whatsoever) any business that exclusively performs services at the South Rim of the Grand Canyon without the prior written consent of SNW.

7. TERM. The term of this Agreement shall commence on June 1, 2005, and terminate on December 31, 2010, unless terminated sooner by SNW pursuant to Sections 8 and 9.

8. CONDITIONS GOVERNING TERMINATION.

(a) SNW may terminate this Agreement by providing notice to Company, as provided in Section 9, upon the occurrence of the following ("Events of Default"):

- (1) Any material breach of this Agreement by Company; or
- (2) Any default or breach by Company of any other contract between SNW and Company.



(b) At the option of SNW and upon the death of Allison Raskansky or if Allison Raskansky becomes physically incapacitated or mentally incompetent such that she is unable to meaningfully participate in the management of Company, SNW may terminate this Agreement at the end of the current quarter after delivery of 30 days prior written notice to Company; provided, however, in years 2009 and 2010, SNW may only terminate this Agreement under this Section 8(b) on December 31st.

(c) In the event of a Force Majeure event that has a material adverse impact on SNW's financial statements, including financial projections, then SNW may terminate this agreement after 90 days written notice to Company. "Force Majeure" means an event that is reasonably not anticipated by SNW and not within the reasonable control of SNW. Force Majeure includes strike, lockout, act of a public enemy, severe weather, war, terrorism, blockade, insurrection, riot or act of God.

(d) In the event that the Skywalk Annual Gross Revenues do not increase by over 5% over the previous 12 month period, then SNW may terminate this Agreement after 90 days written notice to Company.

9. NOTICE AND CURE. Upon the occurrence of an Event of Default, SNW shall submit written notice of the default to Company (a "Notice of Default"). Company shall have 30 days from receipt of such Notice of Default to cure any Event of Default and this Agreement shall not be terminated if Company shall have cured such default within 30 days after receipt of the Notice of Default.

10. REPRESENTATIONS AND RELATIONSHIP OF PARTIES.

(a) In order to induce SNW to enter into this Agreement, Company represents and warrants that the following statements are true and correct to the best of its knowledge: (a) Company is a corporation duly organized and validly existing under the laws of the State of Nevada; (b) Company has the corporate power and corporate authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by SNW this Agreement constitutes the valid and binding obligation of Company, enforceable in accordance with its terms; and (d) Company is in compliance with all applicable federal, state and local laws in connection with this Agreement and which may relate to this Agreement and the transactions contemplated hereby.

(b) In order to induce Company to enter into this Agreement, SNW represents and warrants that the following statements are true and correct to the best of its knowledge: (a) SNW is an entity duly organized and validly existing; (b) SNW has the power and authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by Company, this Agreement constitutes the valid and binding obligation of SNW, enforceable in accordance with its terms; and (d) SNW is in compliance with all applicable federal state and local laws, including, but not limited to, those which may relate to this Agreement and the transactions contemplated hereby. Company is an independent contractor and not an agent or employee of SNW.



(c) Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between SNW and Company other than that of independent contractor. Neither party shall have any authority to supervise the employees, representatives or subcontractors of the other party, nor to make any statements, representations or commitments of any kind or take any actions which will be binding upon the other party except as specifically provided in this Agreement.

11. **INSURANCE.** Company shall obtain (or in SNW's sole and absolute discretion, SNW may obtain the insurance required under **Section 11(a)** below, at the Company's sole cost and expense) and provide SNW with written evidence of the following insurance coverage, which coverage shall remain in force during the term of this Agreement:

(a) Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG0001 (11/88) or ISO Comprehensive General Liability "occurrence" Form GL0002 (Ed 1/73) with the Broad Form Comprehensive General Liability Endorsement GL0404, including blanket contractual liability coverage, with limits of at least:

\$2,000,000 General Aggregate
\$1,000,000 Personal and Advertising Injury Limit
\$100,000 Fire Damage Limit (Any One Fire)
\$5,000 Medical Expense Limit (Any One Person)

(b) Employer's Liability or Stop Gap Liability insurance with limits of not less than \$1,000,000 each Accident, \$1,000,000 Each Employee Disease, and \$1,000,000 Policy Limit Disease.

(c) Automobile Liability Insurance on ISO Business Auto Coverage form number CA0001, including Symbol 1. Each vehicle with a seating capacity of 15 passengers or less must have limits of liability of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(d) Insurance in accordance with all applicable state and federal laws relating to workers' compensation with respect to all of Company's employees, owners and officers, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Each policy of insurance shall be in a form and with insurers satisfactory to SNW and provide 30 days advance notice to SNW of non-renewal, material change, cancellation or potential exhaustion of aggregate limits. The policy provided pursuant to **Section 11(a)** must include an endorsement amending the aggregate limits to apply on per location or per project basis. Company shall have SNW and the Hualapai Indian Tribe named as an additional insured on the policies described under **Section 11(a)**, and such policies shall not have deductibles that exceed \$5,000 per occurrence. Prior to the commencement of the Services and thereafter upon SNW's request during the term of this Agreement, Company shall provide SNW with written evidence of the required coverage in the form of a certificate of insurance with the applicable endorsements attached or a copy of the policy.



12. ARBITRATION; GOVERNING LAW; JURISDICTION.

(a) Mandatory Arbitration. Any controversy, claim or dispute arising out of or related to this Agreement shall be resolved through binding arbitration. The arbitration shall be conducted by a sole arbitrator; provided, however, if the parties cannot agree upon an arbitrator, each party will select an arbitrator and the two arbitrators will select the sole arbitrator to resolve the dispute. Either party may request and thus initiate arbitration of the dispute by written notice ("Arbitration Notice") to the other party. The Arbitration Notice shall state specifically the dispute that the initiating party wishes to submit to arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as limited by Section 12(d). Judgment upon the award (as limited by Section 12(d)) rendered by the arbitrator may be enforced through appropriate judicial proceedings in any federal court having jurisdiction. Prompt disposal of any dispute is important to SNW and Company. The parties agree that the resolution of any dispute shall be conducted expeditiously, to the end that the final disposition thereof shall be accomplished within 120 days or less.

(b) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Nevada and the Hualapai Indian Tribe. The laws of the State of Nevada specifically exclude, however, any laws of the State of Nevada that may be interpreted to (i) waive SNW's or Hualapai Indian Tribe sovereign immunity (ii) require arbitration, other than as agreed to in Section 12(a) above, or (iii) require SNW or the Hualapai Indian Tribe to appear in any courts or hearings or other proceedings in the State of Nevada, except federal courts. The venue and jurisdiction for (i) any litigation under this Agreement and (ii) all other civil matters arising out of the Services or this Agreement shall be the federal courts sitting in the State of Arizona, and located in or around Peach Springs, Arizona.

(c) Unenforceability. With respect to any provision of this Agreement finally determined by a federal court of competent jurisdiction to be unenforceable, such federal court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the parties shall abide by such federal court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision shall remain in full force and effect.

(d) Limited Waiver of Sovereign Immunity. SNW expressly waives its sovereign immunity with respect to all disputes arising out of this Agreement to the extent permitted under the Hualapai Indian Tribe's Constitution. SNW's waiver of sovereign immunity from suit is specifically limited by the Hualapai Indian Tribe's Constitution and to the following actions and judicial remedies:

- (1) The action must be brought by Company and not by any other person, corporation, partnership, government, governmental agency or entity whatsoever; and



- (2) Any money damages will be limited to the assets that are solely owned by SNW. No money damages, awards, fines, fees, costs or expenses can be brought or awarded against the Hualapai Indian Tribe in arbitration, judicial, or governmental agency action; and
- (3) An action in a federal court of competent jurisdiction in Arizona to either (i) compel arbitration or (ii) enforce a determination by an arbitrator requiring SNW to specifically perform any obligation under this Agreement (other than an obligation to pay any money damages under Section 12(d)(2)).

13. ATTORNEYS' FEES. If a lawsuit arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to recover from the other party the substantially prevailing party's reasonable costs, expenses and attorneys' fees, including in-house attorneys' fees incurred in such action.

14. COMPLIANCE WITH LAWS; GOVERNMENTAL AGENCY COMMUNICATIONS. Company shall comply with laws, rules, regulations, and ordinances of the Hualapai Indian Tribe, the state(s) where the Services are being performed, and United States of America if applicable. Company shall not contact any governmental agency regarding the Services unless SNW's approval is secured prior to the communication.

15. NO ASSIGNMENTS OR DELEGATION.

(a) This Agreement may not be assigned, by operation of law or otherwise, by Company without the prior written consent of SNW, which may be withheld in its sole discretion.

(b) None of the Services may be delegated or subcontracted to an independent contractor without the prior written consent of SNW, which may be withheld in its sole discretion. In the event Company retains any independent contractor to perform all or any portion of the Services, however, Company shall remain fully responsible for the manner and quality of Services performed.

16. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights or benefits to parties other than SNW or Company.

17. TIME OF ESSENCE. Time is of the essence of this Agreement.

18. NOTICES. All notices and communications relating to this Agreement in any manner whatsoever shall be deemed given when delivered personally to that party, transmitted via facsimile (with electronic confirmation) to that party at the facsimile number for that party set forth below, mailed by certified mail (postage prepaid and return receipt requested) to that party at the address for that party set forth below, or delivered by Federal Express or any other similar nationally recognized express delivery service for delivery to that party at that address:



To Company: DESTINATION GRAND CANYON, INC.
Attn.: Allison Raskansky

Fax: (702) _____

With a copy to: _____

To SNW: 'SA' NYU WA
Attn.: President
P.O. Box 359
Peach Springs, Arizona 86434
Fax: (928) 769-2410

With a copy to: Mark D. Ohre, Esq.
Snell & Wilmer LLP.
One Arizona Center
Phoenix, Arizona 85004-2202
Fax: (602) 382-6070

Any party may change its address or telecopy number for notices under this Agreement at any time by giving the other party notice of such change.

19. **EXECUTION; ENTIRE AGREEMENT.** This Agreement shall not become effective or binding upon the parties until accepted by both parties as evidenced by their respective signatures hereto. This Agreement constitutes the final and complete agreement between the parties hereto with respect to the subject matter of this Agreement, superseding all prior agreements, written or oral, or discussions between the parties relating to the subject matter hereof. This Agreement and may be amended or modified only by a writing signed by duly authorized representatives of SNW and Company.

20. **GENDER.** Whenever used in this Agreement, words in the masculine gender shall include the feminine gender and vice versa.

21. **LIMITED EFFECT OF WAIVER.** No failure or delay by either party hereto in exercising any power, right or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any such power, right or privilege will preclude any other or further exercise thereof or of any other power, right or privilege.

22. **CONSTRUCTION.** This Agreement is the result of negotiations between SNW and Company. Accordingly, the Agreement shall not be construed for or against SNW or Company, regardless of which party drafted the Agreement or any part thereof. The underlined headings contained herein are for convenience only and are not to be deemed to be part of this Agreement and are not to be referred to in connection with the interpretation of this Agreement.

Sny / [Signature]

23. **FURTHER ASSURANCES.** SNW and Company shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, Company and SNW, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement the day and year first above written.

SNW:

'SA' NYU WA, a tribally chartered corporation of,
and owned by, the Nation

By: [Signature]
Name: Shirley Yellowhawk
Title: CEO

COMPANY:

DESTINATION GRAND CANYON, INC., a
Nevada corporation

By: [Signature]
Name: Allison Buskamen
Title: President/CEO

Shirley [Signature]

APPENDIX A

SCOPE OF SERVICES

The Services to be performed by Company shall include, but not be limited to, the following:

1. Consulting, advising or coaching SNW's marketing, sales and advertising as it relates to the to-be-constructed Skywalk facility;
2. Representative shall use its best efforts to promote the Skywalk facility as a destination including the promotion of the Skywalk facility Products;
3. Representative will devote adequate time and effort to perform its obligation;
4. Representative shall also provide consulting and assistance to SNW in promotional activities for Skywalk facility such as trade shows, product presentations, sales calls and other activities of the SNW with respect to the Products;
5. Representative shall report monthly to SNW concerning promotion of the Products in addition the representative will;
6. Analyze SNW's current and proposed products and services;
7. Assist with product development and implementation in the market place;
8. Assist with and arrange for Sales training at the Skywalk facility;
9. Create, prepare and submit to SNW for its prior approval advertising ideas and programs;
10. Prepare and submit to SNW for its prior approval estimates of costs and expenses associated with proposed advertising ideas and programs;
11. Design and prepare, or arrange for the design and preparation of, advertisements; and
12. Order advertising space, time or other means to be used for publication of Advertiser's advertisements, at all times endeavoring to secure the most efficient and advantageous rates available.

A handwritten signature in dark ink, appearing to be "Smy" followed by a stylized flourish.

APPENDIX B

COMPANY COMPENSATION

1. Monthly Fee. During the term of the Agreement, SNW shall pay Company a monthly fee of \$10,000.

2. Reimbursable Expenses.

(a) SNW shall pay Company's pre-approved reimbursable expenses (to the extent consistent with the approved annual expense budget) within 30 days of receipt of invoice from Company.

(b) SNW will reimburse Company for lease payments under the pre-approved Hummer Lease and costs related to the advertising wrap. Company will be responsible for the acquisition and replacement of equipment required to maintain the Hummer, the purchase of fuel, insurance, and the regular maintenance of the Hummer.

3. Percentage of Gross Annual Sales.

(a) Base Revenue Amount. The "Base Revenue Amount" equals \$5,000,000 and the "Second Tier Base Amount" equals \$10,000,000 for SNW's fiscal year ending December 31, 2005, and both will be increased at the beginning of each fiscal year by 20% as follows:

Fiscal Year	Base Revenue Amount
June 1, 2005, to December 31, 2005	\$5,000,000 (Base Revenue Amount) \$10,000,000 (Second Tier Base Amount)
January 1, 2006, to December 31, 2006	\$6,000,000 (Base Revenue Amount) \$12,000,000 (Second Tier Base Amount)
January 1, 2007, to December 31, 2007	\$7,000,000 (Base Revenue Amount) \$14,000,000 (Second Tier Base Amount)
January 1, 2008, to December 31, 2008	\$8,000,000 (Base Revenue Amount) \$16,000,000 (Second Tier Base Amount)
January 1, 2009, to December 31, 2009	\$9,000,000 (Base Revenue Amount) \$18,000,000 (Second Tier Base Amount)
January 1, 2010, to December 31, 2010	\$10,000,000 (Base Revenue Amount) \$20,000,000 (Second Tier Base Amount)

(b) SNW shall pay to Company, within thirty (30) days of the close of each month after the Base Revenue Amount is satisfied, for the term of this Agreement, a percentage of Grand Canyon West's Skywalk Annual Gross Revenues as follows:

Skywalk Annual Gross Revenues	Percentage Paid to Company
\$0 to Base Revenue Amount	1.0%
Base Revenue Amount to Second Tier Base Amount	2.0%
Second Tier Base Amount to \$20,000,000.00	2.5%
\$20,000,001.00 to \$35,000,000.00	3.0%
\$35,000,001.00 to \$50,000,000.00	3.5%
\$50,000,001.00 and above	4.0%

(c) "Skywalk Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by Grand Canyon West from or in connection with operations of the to be constructed Skywalk facility, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) all revenues, receipts and income from operations with Oriental Travel and Tours, Inc. or any affiliates; (ii) all revenues, receipts and income from operations of the to be constructed old-west themed facility; (iii) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (iv) all revenues, receipts and income from federal, state and municipal grants; (v) interest accrued on amounts in operating reserve and any capital reserve, (vi) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (vii) proceeds from the sale, condemnation or other disposition of non-inventory assets; (viii) returned deposits or refunds to customers, (ix) imputed value of goods or services furnished on a complimentary basis, and (x) proceeds of insurance. Skywalk Annual Gross Revenues shall be determined on an accrual basis.

4. Percentage of Oriental Travel and Tours Sales.

(a) OTT Base Revenue Amount. The "OTT Base Revenue Amount" will equal \$5,000,000 for SNW's fiscal year ending December 31, 2005, and be increased at the beginning of each fiscal year by 20% as follows:

Fiscal Year	Base Revenue Amount
June 1, 2005, to December 31, 2005	\$5,000,000

Signature

Fiscal Year	Base Revenue Amount
January 1, 2006, to December 31, 2006	\$6,000,000
January 1, 2007, to December 31, 2007	\$7,000,000
January 1, 2008, to December 31, 2008	\$8,000,000
January 1, 2009, to December 31, 2009	\$9,000,000
January 1, 2010, to December 31, 2010	\$10,000,000

(b) SNW shall pay to Company, within thirty (30) days of the close of each month after the OTT Base Revenue Amount is satisfied, for the term of this Agreement, a percentage of OTT Skywalk Annual Gross Revenues as follows:

OTT Skywalk Annual Gross Revenues	Percentage Paid to Company
\$0 to OTT Base Revenue Amount	0.50%
OTT Base Revenue Amount to \$10,000,000.00	1.00%
\$10,000,001.00 to \$20,000,000.00	1.25%
\$20,000,001.00 to \$35,000,000.00	1.50%
\$35,000,001.00 to \$50,000,000.00	1.75%
\$50,000,001.00 and above	2.00%

(c) "OTT Skywalk Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by SNW from or in connection with the services provided by Oriental Travel and Tours, Inc. from or in connection with operations of the to be constructed Indian Village and Skywalk facility, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) eighty-five percent (85%) of all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) Skywalk Annual Gross Revenues; (iii) all revenues, receipts and income from operations of the to be constructed old-west themed facility; (iv) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (v) all revenues, receipts and income from federal, state and municipal grants; (vi) interest accrued on amounts in operating reserve and any capital reserve, (vii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (viii) proceeds from the sale, condemnation or other disposition of non-inventory assets; (ix) returned deposits or refunds to customers, (x) imputed value of goods or

services furnished on a complimentary basis, and (xi) proceeds of insurance. OTT Skywalk Annual Gross Revenues shall be determined on an accrual basis.

5. Annual Audit. SNW performs an annual audit commencing on January 1st of each year. Due to the required auditing procedures, December's percentage of sales payment due at the end of January may be delayed for up to 90 days.

Aug 1/2018

14. 10.

THIS IS THE CORRECTED
VERSION.

APPENDIX B

COMPANY COMPENSATION

1. Grand Canyon West.

1.1 **Monthly Fee.** During the term of the Agreement, GCRC shall pay Company a monthly fee for marketing services rendered on behalf of Grand Canyon West as follows:

From	Through and Including	Amount
June 2005	December 2007	\$4,000.00
January 2007	December 2010	\$5,000.00

In the event that the Agreement continues beyond December 2010, GCRC and Company shall endeavor to agree to a monthly fee arrangement.

1.2 Percentage of Grand Canyon West Sales.

(a) **GCW Base Revenue Amount.** The "GCW Base Revenue Amount" will equal \$6,000,000 for Grand Canyon West's fiscal year ending December 31, 2005, and be increased at the beginning of each fiscal year by 20% as follows:

Fiscal Year	Base Revenue Amount
June 1, 2005, to December 31, 2005	\$3,000,000
January 1, 2006, to December 31, 2006	\$7,200,000
January 1, 2007, to December 31, 2007	\$8,400,000
January 1, 2008, to December 31, 2008	\$9,600,000
January 1, 2009, to December 31, 2009	\$10,800,000
January 1, 2010, to December 31, 2010	\$12,000,000

(b) GCRC shall pay to Company, within thirty (30) days of the close of each month after the Base Revenue Amount is satisfied, for the term of this Agreement, a percentage of GCW Annual Gross Revenues as follows:

EXHIBIT 3

**MARKETING SERVICES AGREEMENT
(WESTERN TOWN)**

This MARKETING SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 1st day of June, 2005, between HWAL'BAY BA:J ENTERPRISES, INC., dba GRAND CANYON RESORT CORPORATION, a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe ("GCRC"), and DESTINATION GRAND CANYON, INC., a Nevada corporation ("Company").

RECITALS:

A. Company is actively engaged in the marketing and promotion of tours and tourism related projects on, at, or near Las Vegas, Nevada, and all surrounding areas, including, without limitation, Grand Canyon West located within the Hualapai Indian Reservation ("Grand Canyon West").

B. GCRC is actively involved in the tourism and tourist related industries and desires assistance in the marketing, sales and promotion of their existing and future business interests and projects.

C. GCRC is willing to engage Company and Company is willing to provide marketing services to GCRC in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GCRC and Company agree as follows:

1. **SCOPE OF SERVICES.** Company's work shall include the provision of such services, preparation of such documents, reports and presentations as described in Appendix A, attached hereto and made a part hereof by this reference (the "Services").

2. **JOINT PERFORMANCE.**

(a) The parties warrant and represent to each other that they will not act in any manner which would cause this Agreement to be altered, amended, modified, canceled, or terminated (except as allowed by Section 8) without the consent of the other and that they will at all times act in good faith and deal fairly with the other party. The parties further warrant and represent that they will take all action necessary to ensure that this Agreement shall remain in good standing at all times and will fully cooperate with each other in achieving the goals of this Agreement.

(b) Company shall perform the Services in an efficient and economical manner consistent with the level of care, skill, practice and judgment exercised by other professional service providers in performing services of a similar nature under similar circumstances. Company represents and warrants to GCRC that all persons who will be performing the Services possess the requisite skill, training and experience and hold all required licenses and permits to render the Services contemplated by this Agreement.

Shy/PL

3. **COMPENSATION.** The compensation from GCRC to Company in exchange for the Services shall be as set forth in **Appendix B**, attached hereto and made a part hereof by this reference.

4. **ACCESS TO INFORMATION.** Within sixty (60) days of the execution of this Agreement, GCRC agrees to provide Company with a detailed annual budget for of all of GCRC's tourist and tourism related business interests, broken down into individual line items. GCRC also agrees to provide Company with access to any and all of GCRC's current tourist and tourism related projects. Upon Company's reasonable request, GCRC will provide Company with documents, drawings, photographs, reports, data and other information reasonably necessary, in GCRC's sole and absolute discretion, for the effective and efficient performance of the Services. Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in connection with the Services are the sole property of GCRC for use exclusively by GCRC or its designated agents and employees and shall be submitted to GCRC within 5 working days after a written request from GCRC, and, in any event, upon termination of this Agreement.

5. **EMPLOYMENT PREFERENCES.**

(a) It is recognized that one of the basic factors involved in this Agreement is the fact that substantial and persistent Native American unemployment and underemployment exists, and the Services are reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

(b) Eligible Individuals shall receive preference in hiring and in all other aspects of employment with Company in connection with the operation of the Services in accordance with terms of this Agreement. As used in this Agreement, "Eligible Individual" means an enrolled Native American and any other individual that, pursuant to federal law applicable to Native Americans, can be given preference in employment decisions.

(c) Company shall notify the Director of Human Resources for GCRC (the "Personnel Director") of all job openings in connection with the Services and the required qualifications for such job openings. Company shall not employ any person who is not an Eligible Individual without giving the Personnel Director at least three days prior notice so that a qualified Eligible Individual may be referred for employment.

(d) Qualified Eligible Individuals shall have preference in promotions, and such openings shall be announced at least three days prior to filling them. Notice, together with the required qualifications for such open position, shall be given to the Personnel Director at least three working days prior to the filling of any such vacancy if Company proposes to fill said vacancy with a non-Eligible Individual.

(e) It is the purpose and intent of the provisions of this **Section 5(e)** that if there are two or more persons qualified for a job opening, and one of such persons is an Eligible Individual, the qualified person who is an Eligible Individual shall be selected. If no qualified Eligible Individual applies for the job opening, a person who is not an Eligible Individual may be selected for employment. It is not the intent and purpose of this **Section 5(e)** to establish quotas.



If no qualified Eligible Individual is available for a job opening or promotion and a non-Eligible Individual is hired or promoted by Company, such individual's employment or promotion shall not be terminated or rescinded solely upon the basis that a qualified Eligible Individual subsequently becomes available for hiring or promotion.

6. **CONFIDENTIALITY; NON-COMPETE AGREEMENT.**

(a) Confidentiality.

(1) Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in the performance of the Services are confidential ("Confidential Information") and shall not be disclosed or made available to any individual or entity other than GCRC except with the prior approval of GCRC. Confidential Information also includes (i) information in both tangible and intangible form, oral and written form, or contained in any form relating to GCRC's dealers, customers or vendors ("GCRC Vendor"), existing or proposed products, research and development, software, services or marketing plans, and (ii) information which, though not specifically disclosed to Company by GCRC, is made available to Company through Company's access to, or inspection of, GCRC's facilities, products, customers, or suppliers.

(2) Company agrees that any and all Confidential Information, including all documents and other media containing Confidential Information and all reproductions (whether delivered to Company, reproduced by Company or generated by Company) shall at all times be and remain the sole and exclusive property of GCRC. In addition, nothing in this Agreement shall be construed to convey to Company any right, title, interest, license or right to use Confidential Information or any other intellectual property, including, but not limited to, any patents, trademarks or copyrights that may be disclosed or discussed with Company. In the event of the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall promptly deliver to GCRC all materials, documents and data of any nature contained in or pertaining to any Confidential Information and Company shall not take or remove any such materials, documents or data or any reproductions thereof.

(3) During the term of this Agreement and following the termination of this Agreement for a period of 10 years, Company shall not directly or indirectly use, furnish, disseminate, disclose, or authorize any disclosure to third parties any part or all of the Confidential Information without prior written consent by GCRC. Nor shall Company use, copy or duplicate such Confidential Information, in whole or in part, for any purpose whatsoever except to perform Company's duties as are appropriate in conjunction with Services provided pursuant to this Agreement. Company further agrees that any Confidential Information Company obtains shall be disclosed only to those persons employed by GCRC whose duties reasonably require the need for such information, and then only on the basis of a clear understanding by those persons of their obligation to maintain confidentiality of such information and their obligation to restrict the use of such information as stated in this Agreement.

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(b) Conflict of Interests; Notification; Anti-Kickback. During the term of this Agreement:

(1) Allison Raskansky shall not be employed by any person or entity who is a GCRC Vendor;

(2) Company shall notify GCRC of any contractual relationship, or negotiations concerning a contractual relationship, whether written or oral, between Company and any GCRC Vendor; such notification to occur immediately, but no later than 5 working days following, the commencement of any such contractual relationship, or negotiations concerning such contractual relationship;

(3) Company shall not accept any portion, split or percentage of any fees or charges earned or received by any GCRC Vendor for the rendering of products or services by such GCRC Vendor to Western Town Facilities; provided, however, that Company may receive payment from a GCRC Vendor, which has been disclosed to GCRC in accordance with Section 6(b)(2), for marketing services provided by the Company to such GCRC Vendor.

(4) Company may not receive a commission, fee, or charge from any money paid by GCRC for advertising or promotional material.

(c) Non-Compete. During the term of this Agreement and for a period of two (2) years from the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall not, directly or indirectly, become interested in (as partner, stockholder, director, officer, principal, agent, employee, trustee, lender of money or in any other relation or capacity whatsoever) any business that exclusively performs services at the South Rim of the Grand Canyon without the prior written consent of GCRC.

7. TERM. The term of this Agreement shall commence on June 1, 2005, and terminate on December 31, 2010, unless terminated sooner by GCRC pursuant to Sections 8 and 9.

8. CONDITIONS GOVERNING TERMINATION.

(a) GCRC may terminate this Agreement by providing notice to Company, as provided in Section 9, upon the occurrence of the following ("Events of Default"):

- (1) Any material breach of this Agreement by Company; or
- (2) Any default or breach by Company of any other contract between GCRC and Company.

(b) At the option of GCRC and upon the death of Allison Raskansky or if Allison Raskansky becomes physically incapacitated or mentally incompetent such that she is unable to meaningfully participate in the management of Company, GCRC may terminate this Agreement at the end of the current quarter after delivery of 30 days prior written notice to



- (2) Any money damages will be limited to the assets that are solely owned by GCRC. No money damages, awards, fines, fees, costs or expenses can be brought or awarded against the Hualapai Indian Tribe in arbitration, judicial, or governmental agency action; and
- (3) An action in a federal court of competent jurisdiction in Arizona to either (i) compel arbitration or (ii) enforce a determination by an arbitrator requiring GCRC to specifically perform any obligation under this Agreement (other than an obligation to pay any money damages under Section 12(d)(2)).

13. ATTORNEYS' FEES. If a lawsuit arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to recover from the other party the substantially prevailing party's reasonable costs, expenses and attorneys' fees, including in-house attorneys' fees incurred in such action.

14. COMPLIANCE WITH LAWS; GOVERNMENTAL AGENCY COMMUNICATIONS. Company shall comply with laws, rules, regulations, and ordinances of the Hualapai Indian Tribe, the state(s) where the Services are being performed, and United States of America if applicable. Company shall not contact any governmental agency regarding the Services unless GCRC's approval is secured prior to the communication.

15. NO ASSIGNMENTS OR DELEGATION.

(a) This Agreement may not be assigned, by operation of law or otherwise, by Company without the prior written consent of GCRC, which may be withheld in its sole discretion.

(b) None of the Services may be delegated or subcontracted to an independent contractor without the prior written consent of GCRC, which may be withheld in its sole discretion. In the event Company retains any independent contractor to perform all or any portion of the Services, however, Company shall remain fully responsible for the manner and quality of Services performed.

16. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights or benefits to parties other than GCRC or Company.

17. TIME OF ESSENCE. Time is of the essence of this Agreement.

18. NOTICES. All notices and communications relating to this Agreement in any manner whatsoever shall be deemed given when delivered personally to that party, transmitted via facsimile (with electronic confirmation) to that party at the facsimile number for that party set forth below, mailed by certified mail (postage prepaid and return receipt requested) to that party at the address for that party set forth below, or delivered by Federal Express or any other similar nationally recognized express delivery service for delivery to that party at that address:

To Company: DESTINATION GRAND CANYON, INC.
Attn.: Allison Raskansky



Fax: (702) _____

With a copy to: _____

To GCRC:

GRAND CANYON RESORT CORPORATION
Attn.: President
P.O. Box 359
Peach Springs, Arizona 86434
Fax: (928) 769-2410

With a copy to:

Mark D. Ohre, Esq.
Snell & Wilmer LLP.
One Arizona Center
Phoenix, Arizona 85004-2202
Fax: (602) 382-6070

Any party may change its address or telecopy number for notices under this Agreement at any time by giving the other party notice of such change.

19. **EXECUTION; ENTIRE AGREEMENT.** This Agreement shall not become effective or binding upon the parties until accepted by both parties as evidenced by their respective signatures hereto. This Agreement constitutes the final and complete agreement between the parties hereto with respect to the subject matter of this Agreement, superseding all prior agreements, written or oral, or discussions between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by a writing signed by duly authorized representatives of GCRC and Company.

20. **GENDER.** Whenever used in this Agreement, words in the masculine gender shall include the feminine gender and vice versa.

21. **LIMITED EFFECT OF WAIVER.** No failure or delay by either party hereto in exercising any power, right or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any such power, right or privilege will preclude any other or further exercise thereof or of any other power, right or privilege.

22. **CONSTRUCTION.** This Agreement is the result of negotiations between GCRC and Company. Accordingly, the Agreement shall not be construed for or against GCRC or Company, regardless of which party drafted the Agreement or any part thereof. The underlined headings contained herein are for convenience only and are not to be deemed to be part of this Agreement and are not to be referred to in connection with the interpretation of this Agreement.

23. **FURTHER ASSURANCES.** GCRC and Company shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action




necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, Company and GCRC, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement the day and year first above written.

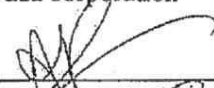
GCRC:

HWAL'BAY BA:J ENTERPRISES, INC., dba
GRAND CANYON RESORT CORPORATION, a
tribally chartered corporation of, and owned by, the
Nation

By: 
Name: SHERI YELLOWHAWK
Title: CEO GCRC

COMPANY:

DESTINATION GRAND CANYON, INC., a
Nevada corporation

By: 
Name: Allison R. Jackson
Title: President CEO



APPENDIX A

SCOPE OF SERVICES

The Services to be performed by Company shall include, but not be limited to, the following:

1. Consulting, advising or coaching GCRC's marketing, sales and advertising as it relates to the to be constructed old-west themed facility;
2. Representative shall use its best efforts to promote Grand Canyon West as a destination including the promotion of the Western Town facility Products at Grand Canyon West;
3. Representative will devote adequate time and effort to perform its obligation;
4. Representative shall also provide consulting and assistance to Company in promotional activities for the Western Town facility, such as trade shows, product presentations, sales calls and other activities of GCRC with respect to the Products;
5. Representative shall report monthly to GCRC concerning promotion of the Products in addition the representative will;
6. Analyze GCRC's current and proposed products and services;
7. Assist with product development and implementation in the market place;
8. Assist with and arrange for Sales training at the Western Town facility;
9. Create, prepare and submit to GCRC for its prior approval advertising ideas and programs;
10. Prepare and submit to GCRC for its prior approval estimates of costs and expenses associated with proposed advertising ideas and programs;
11. Design and prepare, or arrange for the design and preparation of, advertisements; and
12. Order advertising space, time or other means to be used for publication of Advertiser's advertisements, at all times endeavoring to secure the most efficient and advantageous rates available.



APPENDIX B

COMPANY COMPENSATION

1. Monthly Fee. During the term of the Agreement, GCRC shall pay Company a monthly fee as follows:

Fiscal Year	Amount
June 1, 2005, to December 31, 2005	\$2,500
January 1, 2006, to December 31, 2006	\$2,500
January 1, 2007, to December 31, 2007	\$3,000
January 1, 2008, to December 31, 2008	\$3,000
January 1, 2009, to December 31, 2009	\$3,000
January 1, 2010, to December 31, 2010	\$3,000

2. Reimbursable Expenses. GCRC shall pay Company's pre-approved reimbursable expenses (to the extent consistent with the approved annual expense budget) within 30 days of receipt of invoice from Company.

3. Percentage of Gross Annual Sales.

(a) GCRC shall pay to Company, within thirty (30) days of the close of each month during 2005 and 2006, 2.5% of GCRC's Western Town Annual Gross Revenues.

(b) GCRC shall pay to Company, within thirty (30) days of the close of each month during 2007 through 2010, a percentage of GCRC's Western Town Annual Gross Revenues as follows:

Western Town Annual Gross Revenues	Percentage Paid to Company
\$0 to \$5,000,000.00	2.5%
\$5,000,001.00 to \$10,000,000.00	3.0%
\$10,000,001.00 to \$20,000,000.00	3.5%
\$20,000,001.00 and above	4.0%

(c) "Western Town Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by GCRC from or in connection with operations of the to-be-constructed old-west themed facility, whether on a cash basis or credit, paid or collected,

8/1/07

MUTUAL WAIVER OF DEFAULT AND SETTLEMENT AGREEMENT

This Mutual Waiver of Default and Settlement Agreement (the "Agreement") is made and entered into as of the date that last signature is affixed hereto (the "Effective Date") between DESTINATION GRAND CANYON, INC., a Nevada Corporation ("Company"), ALLISON RASKANSKY, a Nevada Resident ("Raskansky"), and HWAL'BAY BAJ ENTERPRISES, INC., a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe, and 'SA' NYU WA, a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe. (collectively "HBE").

RECITALS:

A. Company previously entered into three Marketing Services Agreements ("Previous Agreements") with HBE on June 1, 2005, copies of which are attached hereto as Exhibits "A," "B," and "C" and incorporated herein by reference, wherein Company agreed to provide various marketing services ("Services") for HBE related to an area known as the "Grand Canyon West" located on the Hualapai Indian Reservation.

B. In the course of performing the Services, Company developed a website accessed by the domain name DESTINATIONGRANDCANYON.COM (the "Domain Name") and Raskansky filed U.S. Trademark Application No. 77/657,849 on January 27, 2009 in the United States Patent and Trademark Office to register the mark DESTINATIONGRANDCANYON.COM (the "Trademark Application").

C. Raskansky filed the Trademark Application and listed herself as the "applicant" and "owner" of the mark sought to be registered in the Trademark Application and the Company currently is the registrant and controls all access to the Domain Name.

D. HBE objected to the Company's continued registration of the Domain Name and Raskansky's filing of the Trademark Application; moreover, HBE considers these actions to be a default of the Previous Agreements and considered terminating the Previous Agreements due to Company's default of those Previous Agreements.

E. In consideration for Company's and Raskansky's compliance with the terms set forth herein, HBE is willing to waive any default claim that is related to the filing of the Trademark Application and registration of the Domain Name.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HBE, Raskansky, and Company agree as follows:

determined in accordance with generally accepted accounting principles, excluding, however: (i) all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) all revenues, receipts and income from operations with Oriental Travel and Tours, Inc., or any affiliates; (iii) all revenues, receipts and income from operations of to be constructed Indian Village and Skywalk facility; (iv) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (v) all revenues, receipts and income from federal, state and municipal grants; (vi) interest accrued on amounts in GCRC's operating reserve and any capital reserve; (vii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (viii) proceeds from the sale, condemnation or other disposition of non-inventory assets; (ix) returned deposits or refunds to customers, (x) imputed value of goods or services furnished on a complimentary basis; and (xi) proceeds of insurance. Western Town Annual Gross Revenues shall be determined on an accrual basis.

4. Annual Audit. GCRC performs an annual audit commencing on January 1st of each year. Due to the required auditing procedures, December's percentage of sales payment due at the end of January may be delayed for up to 90 days.

Shy / 

6. Company agrees to transfer the Domain Name to HBE by providing HBE with the username and password for the Domain Name within 5 (five) days of the Effective Date. Further, Company agrees to cooperate with HBE and take any future actions as reasonably necessary to effectuate the transfer of the Domain Name to HBE. Company agrees and expressly acknowledges that violation of this Paragraph 6 shall be a material breach of this Agreement and allow HBE to terminate the Previous Agreements as set forth in Paragraph 12.

7. Company agrees that any and all software used to create and operate the website accessed by the Domain Name, including object code, source code, and the copyrights embodied within belong to HBE and Company warrants that it may assign such rights to HBE as set forth herein. To effectuate the following, Company hereby assigns the copyrights existing now or created in the future that are embodied within the source code and object code used for the website, derivatives and extensions thereof to HBE, and agrees to take other actions and sign other documents to effectuate HBE's ownership interest in and possible registration of these copyrights.

8. HBE agrees that Company may continue to identify itself as "Destination Grand Canyon, Inc." until the last of the Previous Agreements terminate at which time Company shall be given 30 (thirty) days to change its name to a name not including the terms "Destination" and "Grand Canyon" or terms that are likely to be confused with the foregoing terms. While Company may use "Destination Grand Canyon" as its corporate name, it may not use this name as a trademark and any use of "Destination Grand Canyon" as a trademark shall be considered a material breach of this Agreement. HBE and Company agree that should Company have to change its name as set forth herein, Company shall not be obligated to change its name on existing contracts that were executed before the Previous Agreements were terminated. Company and Raskansky may not adopt any name that is identical to or confusingly similar to any trademark owned or licensed by HBE.

9. Company acknowledges that any trademark rights embodied within the Trademark Application or existing in the marks DESTINATION GRAND CANYON or DESTINATION GRAND CANYON WEST have been or are already owned by HBE. However, for the avoidance of any doubt, Company does hereby sell, assign and transfer to HBE, and its successors and assigns, the entire right, title and interest in the trademarks DESTINATION GRAND CANYON, DESTINATIONGRANDCANYON.COM, DESTINATION GRAND CANYON WEST, and any other trademarks conceived by Company and used exclusively by HBE in connection with the Services, together with the goodwill symbolized by the aforementioned trademarks, as well as any rights Company may have acquired by virtue of its use of the trademarks, including any and all legal and equitable causes of action for any past, present or future infringement or unauthorized use of said trademarks and the right to recover for all damages for such infringements, such trademarks to be held and enjoyed by HBE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Company had this Agreement not been made.

10. HBE hereby waives, and releases Company, its parents, subsidiaries and corporate affiliates, its officers, directors, agents, successors and assigns of any claim of default of the Prior Agreements that resulted solely from the Trademark Application and Company's registration of the Domain Name. Company, for itself, its parents, subsidiaries and corporate affiliates, its officers, directors, agents, and employees, does hereby release and forever discharges HBE, its employees and agents, successors and assigns, of and from any and all claims, demands, debts, damages, liabilities, expenses, actions, and causes of action which it has, had, or may have as of the Effective Date relating to the subject matter of this Agreement. Nothing in this paragraph shall constitute a waiver of default of any other obligation or duty owed by Company to HBE that is not related to the Trademark Application and Domain Name.

11. Company hereby waives, and releases HBE, its parents, subsidiaries and corporate affiliates, its officers, directors, agents, successors and assigns of any claim of default of the Previous Agreements that resulted solely HBE's non-payment for the Services rendered by Company. HBE, for itself, its parents, subsidiaries and corporate affiliates, its officers, directors, agents, and employees, does hereby release and forever discharges Company, its employees and agents, successors and assigns, of and from any and all claims, demands, debts, damages, liabilities, expenses, actions, and causes of action which it has, had, or may have as of the Effective Date relating to the subject matter of this Agreement. Nothing in this paragraph shall constitute a waiver of default of any other obligation or duty owed by HBE to Company that is not related to payment for Services under the Previous Agreement.

12. Raskansky and Company expressly acknowledge that their violation of this Agreement shall allow HBE to terminate the Previous Agreements immediately if such violation is not cured as set forth herein. Specifically, GCRC shall submit written notice of the default to Company (a "Notice of Default"). Company shall have thirty (30) days from receipt of such Notice of Default to cure any Event of Default and this Agreement shall not be terminated if Company shall have cured such default within thirty (30) days after receipt of the Notice of Default.

13. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Nevada and the Hualapai Indian Tribe. The laws of the State of Nevada specifically exclude, however, any laws of the State of Nevada that may be interpreted to (i) waive GCRC's or the Hualapai Indian Tribe's sovereign immunity (ii) require arbitration, other than as agreed to in the Previous Agreements, or (iii) require GCRC or the Hualapai Indian Tribe to appear in any courts or hearings or other proceedings in the State of Nevada, except federal courts. The venue and jurisdiction for (i) any litigation under this Agreement and (ii) all other civil matters arising out of the Services or this Agreement shall be the federal courts sitting in the State of Arizona, and located in or around Peach Springs, Arizona.

14. In the event it is necessary for any party to this Agreement to institute an action to interpret or enforce this Agreement, or to preclude the purported violation of this

Agreement, the prevailing party in such action shall be entitled to reimbursement of reasonable costs, expenses, and attorneys' fees.

15. The parties to this Agreement agree and expressly acknowledge that they have had ample opportunity to review this Agreement and fully understand its terms and conditions. The parties further agree that this Agreement should not be interpreted against any one party or parties solely because that party(s) was primarily responsible for the drafting of this Agreement. Should any one section of this Agreement be found to be invalid or unenforceable, that section shall be stricken from this Agreement and the remainder of this Agreement shall remain in full force and effect.

16. This Agreement shall be binding upon and inure to the benefit of the parties, the parties, officers, directors, employees, and agents, their respective successors, assigns and licensees, and any corporation or partnership that owns or controls, or is owned or controlled by either party.

17. If part of this Agreement is held unenforceable or invalid, it shall not affect the enforceability of the other parts of the Agreement or the total Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Waiver of Default and Settlement Agreement to be executed as of the date first set forth below by their duly authorized representatives.

COMPANY:

DESTINATION GRAND CANYON, INC.

By: Allison Raskansky

STATE OF NEVADA)
) ss.
County of Clark)

On this __ day of March, 2009, before me, a notary public in and for said county, appeared Allison Raskansky, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and she acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My commission expires:

1. On or before Friday, March 13, 2009, HBE shall make payment to Company in the amount of \$72,859.16 which represents commissions owed to Company under the Previous Agreements.

2. On or before Monday, March 16, 2009, Company shall provide to HBE a detailed accounting ("Monthly Accounting") for all monthly fees associated with the call center and any other monthly charge to HBE that is not a commission payment as set forth in Paragraph 1 that Company believes it is entitled to under the monthly invoice previously submitted to HBE for March, 2009. The Monthly Accounting shall include, but is not necessarily limited to, the number of people answering the phones, number of calls received, the number of days during the month that the call center is operating, the hourly rate of employees who work at the call center, and other variable expenses such as the cost of phone lines, etc. Further, the Monthly Accounting shall also include a breakdown of any non-commission fees charged that are not related to the call center such as fees for marketing and promoting the Skywalk, promotions at any trade shows or similar events, analysis of HBE's current products and services, product development and implementation, sales training, creation and design of advertising ideas and programs, preparation of cost estimates, and obtainment of advertising space. HBE shall submit payment to Company within 15 (fifteen) days of receiving the Monthly Accounting. If HBE objects to any explanation of the charges contained within the Monthly Accounting, it must notify Company within 15 (fifteen) days of such objection and provide Company with written notification of its objection. Company and HBE shall then negotiate in good faith an amicable resolution to HBE's objection and HBE shall pay Company as soon as commercially practical after such objection has been resolved. Company shall provide a Monthly Accounting for all similar invoices submitted in the future for non-commission charges owed under the Previous Agreement and Company and HBE shall be comply with the terms set forth in this paragraph regarding payment within 15 (fifteen) days of receipt of the Monthly Accounting, and any objections to the Monthly Accounting.

3. HBE and Company agree that the call center shall operate at least until April 4, 2009. HBE shall pay Company for the call center until the call center ceases operation on April 4, 2009.

4. HBE and Company agree that the Previous Agreements shall remain in full force and effect and that all the terms contained within the Previous Agreements are still applicable unless specifically modified herein, that Company shall continue to provide the Services as Defined in Appendices A of the Previous Agreements, and HBE shall continue to pay for Services rendered pursuant to the Appendices B of the Previous Agreements, including payment of Monthly Fees and Percentages for Gross Annual Sales for the Hualapai Lodge and the Hualapai River Operations.

5. Raskansky agrees to assign all rights in the Trademark Application to HBE by executing the Assignment Document attached hereto as "Exhibit D" on the Effective Date. Company agrees and expressly acknowledges that violation of this Paragraph 5 shall be a material breach of this Agreement and allow HBE to terminate the Previous Agreements as set forth in Paragraph 12.

EXHIBIT 4

Dan W. Goldfine (#018788)
Ruth K. Khalsa (#024116)
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Attorneys for Defendants/Counterclaimants

AMERICAN ARBITRATION ASSOCIATION

Destination Grand Canyon, Inc., a Nevada
Corporation,

Plaintiff/
Counterdefendant

Case No. 79-147-Y-000104-09

v.

Hwal'Bay Ba:J Enters., Inc., dba 'Sa'
Nyu Wa [sic], a tribally-chartered
corporation of, and owned by, the
Hualapai Indian Tribe; and Hwal'Bay
Ba:J Enters., Inc. dba Grand Canyon
Resort Corporation, a tribally chartered
corporation of, and owned by, the
Hualapai Indian Tribe,

Defendant/
Counterclaimant

**DEFENDANT HWAL'BAY BA:J
ENTERPRISES, INC.'S ANSWER AND
COUNTERCLAIMS**

Defendant Hwal'Bay Ba:J Enterprises, Inc. ("HBE"), for its Answer to the allegations
and claims asserted in Destination Grand Canyon Inc. ("DGC")'s Notice of Election To
Proceed To Arbitration ("Complaint"), responds as follows:

GENERAL ALLEGATIONS

1. With respect to the allegations of paragraphs 1-3, HBE avers that the
Marketing Agreements attached as Exhibits 1, 2 and 3 to Plaintiff's Complaint speak for
themselves.

1 2. HBE admits the factual allegations of paragraph 5 insofar as they allege that
2 DGC set up a call center but denies all further allegations of paragraph 5 to the extent that
3 they constitute legal conclusions.

4 3. HBE denies the allegations of paragraphs 6-10.

5 **FIRST CAUSE OF ACTION**

6 **Breach of Contract**

7 4. HBE hereby incorporates by reference all of the foregoing answers and
8 defenses as if fully set forth herein.

9 5. With respect to the allegations of paragraph 12, HBE admits entering into
10 three Marketing Agreements with DGC but denies all remaining allegations and specifically
11 denies that the Marketing Agreements remain in force.

12 6. HBE denies the allegations of paragraphs 13-16.

13 7. With respect to the allegations of paragraph 17, HBE admits, upon information
14 and belief, that DGC has voluntarily retained Greenberg ad Traurig to file DGC's arbitration
15 demand. HBE denies all remaining allegations of paragraph 17, and specifically denies any
16 allegations that constitute conclusions of law, that DGC has been "forced" to retain legal
17 counsel, or that DGC is entitled to recover any of its attorneys' fees and costs.

18 **SECOND CAUSE OF ACTION**

19 **Breach of the Covenant of Good Faith and Fair Dealing**

20 8. HBE hereby incorporates by reference all of the foregoing answers and
21 defenses as if fully set forth herein.

22 9. HBE denies the allegations of paragraph 18.

23 10. With respect to the allegations of paragraph 19, HBE admits entering three
24 Marketing Agreements with DGC but denies the remaining allegations of paragraph 19.

25 11. HBE denies the allegations of paragraphs 20-24.

26 12. With respect to the allegations of paragraph 25, HBE admits, upon information
27 and belief, that DGC has voluntarily retained Greenberg and Traurig to file DGC's
28 arbitration demand. HBE denies all remaining allegations of paragraph 25, and specifically

1 denies any allegations that constitute conclusions of law, that DGC has been "forced" to
2 retain legal counsel, or that DGC is entitled to recover any of its attorneys' fees and costs.

3
4 **THIRD CAUSE OF ACTION**

5 **Intentional Interference with Contractual Relations**

6 13. HBE hereby incorporates by reference all of the foregoing answers and
7 defenses as if fully set forth herein.

8 14. HBE denies the allegations of paragraphs 26-31.

9 15. With respect to the allegations of paragraph 32, HBE admits, upon information
10 and belief, that DGC has voluntarily retained Greenberg and Traurig to file DGC's
11 arbitration demand. HBE denies all remaining allegations of paragraph 32, and specifically
12 denies any allegations that constitute conclusions of law, that DGC has been "forced" to
13 retain legal counsel, or that DGC is entitled to recover any of its attorneys' fees and costs.

14 **FOURTH CAUSE OF ACTION**

15 **Intentional Interference with Prospective Economic Advantage**

16 16. HBE hereby incorporates by reference all of the foregoing answers and
17 defenses as if fully set forth herein.

18 17. HBE denies the allegations of paragraphs 33-38.

19 18. With respect to the allegations of paragraph 39, HBE admits, upon information
20 and belief, that DGC has voluntarily retained Greenberg and Traurig to file DGC's
21 arbitration demand. HBE denies all remaining allegations of paragraph 39, and specifically
22 denies any allegations that constitute conclusions of law, that DGC has been "forced" to
23 retain legal counsel, or that DGC is entitled to recover any of its attorneys' fees and costs.

24 **FIFTH CAUSE OF ACTION**

25 **Business Defamation**

26 19. HBE hereby incorporates by reference all of the foregoing answers and
27 defenses as if fully set forth herein.

28 20. HBE denies the allegations of paragraphs 40-43.

21. With respect to the allegations of paragraph 44, HBE admits, upon information and belief, that DGC has voluntarily retained Greenberg and Traurig to file DGC's arbitration demand. HBE denies all remaining allegations of paragraph 44, and specifically denies any allegations that constitute conclusions of law, that DGC has been "forced" to retain legal counsel, or that DGC is entitled to recover any of its attorneys' fees and costs.

SIXTH CAUSE OF ACTION

Accounting

22. HBE hereby incorporates by reference all of the foregoing answers and defenses as if fully set forth herein.

23. HBE denies the allegations of paragraph 45.

24. With respect to the allegations of paragraph 46, HBE admits entering into three Marketing Agreements with DGC but denies all remaining allegations of paragraph 46.

25. With respect to the allegations of paragraphs 47-48, HBE avers that each Marketing Agreement speaks for itself as to the terms and conditions provided for therein. HBE denies all other allegations of paragraphs 47-48, and specifically denies that DGC is entitled to receive from HBE any documents or information that HBE has not already provided to DGC.

26. HBE denies the allegations of paragraphs 49-50 and specifically denies that DGC is entitled to any accounting from HBE or other information that HBE has not already provided to DGC.

27. With respect to the allegations of paragraph 51, HBE admits, upon information and belief, that DGC has voluntarily retained Greenberg and Traurig to file DGC's arbitration demand. HBE denies all remaining allegations of paragraph 51, and specifically denies any allegations that constitute conclusions of law, that DGC has been "forced" to retain legal counsel, or that DGC is entitled to recover any of its attorneys' fees and costs

DEFENSES

28. DGC's Complaint fails to state a claim upon which relief may be granted.

29. DGC's claims are barred in whole or in part by DGC's material breach of contract. DGC breached the Marketing Agreements between the parties as set forth, and for the reasons stated in HBE's Counterclaims, among others.

30. DGC's claims are barred in whole or in part by DGC's extortion, embezzlement, and misappropriation, under the doctrine of unclean hands.

31. DGC's claims are barred in whole or in part by DGC's reneging on its promises under the doctrine of estoppel.

32. DGC's claims are barred in whole or in part by the doctrines of waiver and/or setoff.

33. DGC's claims are barred in whole or in part by the doctrine of tribal sovereign immunity.

34. HBE reserves the right to assert additional defenses when they become known to HBE.

WHEREFORE, HBE demands that DGC's Complaint be dismissed in its entirety with prejudice, that DGC take nothing thereby, that the Tribunal or Arbitrator award to HBE its reasonable attorneys' fees and costs incurred herein as well as interest to the maximum extent permissible at law from the date of the award until payment in full has been made, as well as such further relief as the Tribunal or Arbitrator shall direct.

COUNTERCLAIM

Defendant/Counterclaimants Hwal'Bay Ba:J Enterprises, Inc., dba Grand Canyon Resort Corporation ("GCRC") and Sa' Nyu Wa, Inc. ("SNW") (collectively with GCRC, "HBE"), for their Counterclaim against Destination Grand Canyon ("DGC"), plead as follows.

1. GCRC and SNW are separate tribally-chartered corporations, each wholly-owned by the Hualapai Indian Tribe and headquartered on the Hualapai Reservation in Peach Springs, Arizona. GCRC and SNW each own and operate various tourist attractions on the Hualapai Indian Reservation and along the west rim of the Grand Canyon in an area promoted as the GRAND CANYON WESTSM destination in northern Arizona. The

1 attractions include, among other things, a viewing platform known as the SKYWALK®
2 viewing platform, a western-themed town referred to as the HUALAPAI RANCHSM village,
3 and various other general attractions located at the GRAND CANYON WESTSM facilities.

4 2. Destination Grand Canyon is a Nevada corporation, with its corporate
5 headquarters and principal place of operation located, on information and belief, in or around
6 Las Vegas Nevada.

7 The Marketing Agreements

8 3. In or around April of 2005, DGC began negotiations with HBE to provide
9 marketing services for HBE; these negotiations culminated with the parties' execution of
10 three Marketing Agreements (collectively the "Agreements"), attached as **Exhibit A**, on June
11 1, 2005.

12 4. Pursuant to the Agreements, DGC agreed to provide various marketing
13 services for the tourist attractions operated by HBE on and around the Hualapai Reservation
14 and the west rim of the Grand Canyon. The services DGC agreed to provide for HBE
15 include, but are not limited to, those identified at Appendix A to each Agreement.

16 5. On information and belief, on March 24, 2005, prior to entering into the
17 Agreements, DGC filed documents with the Nevada Secretary of State to incorporate a
18 business under the name "Destination Grand Canyon, Inc." Nevertheless, at the time, DGC
19 did not use the name "Destination Grand Canyon" in connection with any marketing
20 activities, and no domain name of <destinationgrandcanyon.com> existed, nor was any
21 website accessed by a domain name of <destinationgrandcanyon.com>.

22 6. Prior to June 1, 2005, DGC provided no services to HBE and no services to
23 any third party as an independent contractor, let alone any services related to "marketing,
24 advertising and promoting the goods and services of others in the field of travel and tourism,
25 namely, providing information via mail and electronic mail".

26 7. As compensation for the services rendered by DGC pursuant to the
27 Agreements, HBE has paid DGC over \$2 Million in compensation and development fees.
28

8. The Agreements provide "that all documents, drawings, photographs, reports, data and other information prepared or obtained by [DGC] in the performance of the [marketing] Services are confidential" and the property of HBE, and designates these categories of information as "Confidential Information."

9. Confidential Information also includes:

- Information contained in any form whatsoever, including tangible, intangible, oral and/or written form, that relates to HBE's dealers, customers or vendors, existing or proposed products, research and development, software, services or marketing plans; and
- Information that, although not specifically disclosed to DGC by HBE, is made available to DGC through DGC's access to, or inspection of, HBE's facilities, products, customers or suppliers.

10. The Agreements specify that all Confidential Information, whether delivered to DGC, reproduced by DGC, or generated by DGC, remains at all times the "sole and exclusive property" of HBE.

11. The Agreements require DGC, in the event of a voluntary or involuntary termination of the Agreement for any reason, to "promptly deliver to [HBE] all materials, documents and data of any nature contained in or pertaining to any Confidential Information," and requires that DGC "not take or remove any such materials, documents or data or any reproductions thereof."

12. DGC further agreed that HBE was not providing DGC "any right, title, interest, license or right to use . . . any other intellectual property . . . including trademarks . . . that may be disclosed or discussed with" DGC.

13. The Agreements prohibit DGC, both prior to and for a period of 10 years after the termination of the Agreement, from directly or indirectly using, disseminating or disclosing to third parties any party of HBE's Confidential Information without HBE's prior written consent.

received by" any HBE vendor "for the rendering of products or services" by the HBE vendor to Grand Canyon West.

23. DGC expressly agreed that the only exception was for "marketing services" that were provided by DGC directly to the HBE vendor and were fully disclosed to HBE "immediately, but no later than 5 working days following the commencement" of DGC's contractual relationship or negotiations with the vendor.

24. DGC further agreed that it could only received payment for actual "services" as defined in Appendix A to DGC's Marketing Agreements with HBE.

25. On or around January 20, 2009, HBE became aware that DGC was accepting from certain third-party HBE vendors a percentage of the commissions the vendors received from HBE for providing products or services to HBE.

26. On or around January 20, 2009, during an in-person meeting held at DGC's corporate offices in Las Vegas Nevada between DGC and HBE's Acting CEO, Robert Mudd, and its Contract Manager, Lola Wood, HBE advised DGC that accepting from third-party vendors any portion of the fees or commissions paid by HBE to those vendors constituted an impermissible breach of the parties' Marketing Agreements, and could be grounds for terminating the Agreements.

27. DGC denied accepting from HBE third-party vendors any payments derived from commissions paid by HBE to those vendors.

28. Upon information and belief, after January 20, 2009, DGC continued to accept from HBE third-party vendors, various payments, commissions and/or percentages of fees deriving from commissions HBE paid to those vendors.

The Call Center

29. As part of the marketing services DGC agreed to provide for HBE, DGC operated a Call Center that would exclusively market various tour packages for HBE's attractions on the west rim of the Grand Canyon.

30. At all relevant times, beginning with the first day of operations of the Call Center, HBE reimbursed DGC each month for all of the expenses associated with operating the Call Center for the previous month.

31. The sole purpose for which the Call Center was opened and operated by DGC was to promote HBE's tourism attractions, activities, and other sights and destinations at the Grand Canyon's west rim, including the SKYWALK® viewing platform, the HUALAPAI LODGESM motel, the GRAND CANYON WESSM facility, the HUALAPAI RIVER RUNNERSSM rafting service, and the HUALAPAI RANCHSM lodge.

32. During all relevant times, and since the opening of the Call Center, HBE has paid all expenses associated with the Call Center operations.

33. During all relevant times, without compensating HBE, providing notice to HBE, or seeking or obtaining HBE's authorization or consent, DGC diverted to independent third party vendors, certain leads and tour bookings produced by the Call Center at HBE's expense, preventing HBE from receiving the benefit of DGCs use of its property in the form of Call Center-related expenses.

The Website And Domain Name

34. As part of the marketing services DGC agreed to provide for HBE, DGC developed a website that would exclusively market HBE's attractions on the west rim of the Grand Canyon (the "Website"). The Website was accessed by the domain name <destinationgrandcanyon.com> (the "Domain Name").

35. For several years, DGC agreed and represented to HBE that the domain name <destinationgrandcanyon.com> was owned by HBE.

36. Trademark rights in the mark DESTINATIONGRANDCANYON.COM arose, the benefit of which all inured to HBE, not to DGC.

37. On information and belief, the Website went "live" and was first viewable to the public on or around November 2, 2005, approximately five months after DGC entered the Marketing Agreements with HBE.

1 38. Prior to November 2, 2005, no content was accessed by the Domain Name and
2 the Internet page that appeared on a computer screen when the Domain Name was entered
3 had no meaningful content and offered no services to others that were provided by DGC.

4 39. During the Website's operation from November 2, 2005, until July 1, 2009,
5 HBE developed common law trademark rights in the marks DESTINATION GRAND
6 CANYON and DESTINATION GRAND CANYON WEST (the "Marks" or "HBE's
7 Marks").

8 40. As of March 24, 2005, DGC had no protectable trademark rights in the term
9 DESTINATION GRAND CANYON because the Business Name did not function to identify
10 any service provided by DGC to others and was unregistrable as a trademark under §45 of
11 the Trademark Act, 15 U.S.C. §1127.

12 41. From November 2, 2005 until July 1, 2009, the Website accessed by the
13 Domain Name was devoted exclusively to advertising and marketing HBE's attractions
14 located along the west rim of the Grand Canyon. Screen shots of the Website as it appeared
15 from November 2, 2005 until July 1, 2009 are attached hereto as Exhibit B.

16 42. The Website prominently featured descriptions, photos, and information solely
17 associated with HBE's attractions and the Hualapai Indian Tribe. The Website's content
18 included prominent references to attractions owned and operated by HBE including the
19 SKYWALK® viewing platform, the HUALAPAI LODGESM lodge, the GRAND CANYON
20 WESTSM facility, the HUALAPAI RIVER RUNNERSSM rafting service, and the
21 HUALAPAI RANCHSM lodge.

22 43. The Website also prominently featured content about the Hualapai Indian
23 Tribe such as the Tribe's Official Seal, serial no. 89001401 on the U.S. Patent and
24 Trademark Office ("USPTO")'s Native American Tribal Insignia Database (pending
25 trademark application serial number 77/738,391) various photographs of Hualapai tribal
26 members in Native American dress, and various references to experiencing Hualapai culture.

27 44. On information and belief, all of the use of the term
28 DESTINATIONGRANDCANYON.COM related directly to the Website. Pursuant to the

Marketing Agreements and the relationship between HBE and DGC, DGC had exclusive creative control of the content on the website and controlled the quality of the services offered and promoted on the website and associated with the mark and Domain Name DESTINATIONGRANDCANYON.COM.

45. Various third party travel review services indicate that the Domain Name is HBE's due to the inescapable conclusion that the Website and the DESTINATIONGRANDCANYON.COM mark are HBE's trademark and property, not that of DGC. One example of such a service is a screen shot taken from a website operated by Fodor's Travel Guides, attached as Exhibit C.

46. Because all of the content on the Website related to HBE and not to DGC, consumers associated the mark DESTINATIONGRANDCANON.COM with HBE and not with DGC. In addition, consumers associated the services of "marketing, advertising and promoting the goods and services of others in the field of travel and tourism, namely, providing information via mail and electronic mail" in connection with the Domain Name DESTINATIONGRANDCANYON.COM, with HBE and not with DGC.

FIRST CAUSE OF ACTION

Intentional Misrepresentation, Common Law Fraud, Breach of Contract, and Breach of Implied Covenant of Good Faith and Fair Dealing

47. DGC represented to HBE that HBE was, was intended to be, and would remain, the sole beneficiary of all content and materials created by DGC and paid for by HBE.

48. DGC represented to HBE that HBE, as the sole beneficiary, could continue in the future to use all of the content and the materials it paid for that was created by DGC.

49. DGC represented to HBE that the domain name GRANDCANYONWEST.COM, which is owned by HBE, would be redirected to the domain name DESTINATIONGRANDCANYON.COM for the sole purpose of allowing DGC to fulfill its obligations under the Marketing Agreements to provide marketing services for HBE.

50. DGC expressly promised and represented to HBE that it would immediately cease accepting unauthorized commission payments from third-party vendors for services rendered by the vendors to HBE, in violation of the Agreements.

51. These representations were false and were made by DGC with knowledge that they were false.

52. These representations were calculated or intended to deceive or mislead HBE into believing that it remained the sole beneficiary of the website content it paid for and the leads generated by the Call Center it paid for, as well as to deceive HBE into believing that DGC had ceased breaching the Marketing Agreements by, among other things, ceasing as promised DGC's acceptance of unauthorized commission payments from HBE's third-party vendors.

53. These representations did in fact deceive or mislead HBE into believing that it remained the sole beneficiary of the website content it paid for and the leads generated by the Call Center it paid for, and did in fact also deceive or mislead HBE into believing that DGC had ceased breaching the Marketing Agreements by, among other things, ceasing as promised DGC's acceptance of unauthorized commission payments from HBE's third-party vendors.

54. DGC's misrepresentations to HBE were material to HBE's belief that it remained the sole beneficiary of the website content it paid for and the leads generated by the Call Center it paid for, to HBE's belief that DGC had ceased breaching the Marketing Agreements, and to HBE's decision to continue payment of DGC's monthly advances and quarterly commissions, and to continue reimbursing DGC each month for 100% of the Call Center expenses.

55. HBE has been injured as a result of DGC's misrepresentations and DGC's misrepresentations have caused HBE to suffer damages.

56. HBE is entitled to compensatory and punitive Damages as well as to its attorney's fees and costs incurred in defending its rights under the Agreements.

SECOND CAUSE OF ACTION

Tortious Interference with Contractual Relations, Breach of Contract, and Breach of Implied Covenant of Good Faith and Fair Dealing

57. HBE maintains contractual relationships with various third-party vendors who provide services to HBE and/or purchase tickets from HBE for HBE's attractions. After purchasing the tickets from HBE for a wholesale rate, the vendors resell the tickets to the vendors' own customers.

58. Upon information and belief, DGC has directed many third-party vendors to purchase tickets from Preferred Vendors for HBE, who receive a bulk discount on the wholesale ticket rate that common vendors do not receive, instead of purchasing tickets directly from HBE for resale to customers.

59. As a result of DGC's diversion of the smaller third-party vendors to the Preferred Vendors, HBE has incurred damages and lost a portion of the revenue that would otherwise be generated by a smaller vendor's purchase from HBE of each wholesale ticket for HBE's attractions.

60. HBE is entitled to Compensatory and Punitive Damages, its reasonable attorney's fees and costs, as well as such other relief as the Arbitrator may award in his or her discretion.

THIRD CAUSE OF ACTION

Conversion, Breach of Contract, and Breach of Implied Covenant of Good Faith and Fair Dealing
(Website/Domain Name & Call Center)

61. Most of the content of the Website relates to HBE and not to DGC.

62. Various third party travel review services indicate that the Domain Name DESTINATIONGRANDCANYON.COM is HBE's personal property, not DGC's, because consumers associated the services of "marketing, advertising and promoting the goods and services of others in the field of travel and tourism, namely, providing information via mail and electronic mail" for attractions owned and operated by HBE with the Domain Name DESTINATIONGRANDCANYON.COM.

63. DGC, in offering tourism services related to attractions, activities, and other sights at the Grand Canyon's west rim on its new website, launched July 1, 2009, but accessed by the Domain Name DESTINATIONGRANDCANYON.COM, and featuring various Confidential Information and/or Marks belonging to HBE and/or the Hualapai Tribe, exerted dominion over the personal property of HBE.

64. DGC's exercise of dominion over the Domain Name, the Website, the Confidential Information and Marks belonging to HBE and/or the Tribe was wrongful, and in derogation and defiance of HBE's rights and constitutes actionable conversion.

65. HBE has been and continues to be harmed by DGC's conversion of the Domain Name, the Website, the Confidential Information and Marks belonging to HBE and/or the Tribe.

66. HBE has been and continues to be harmed by DGC's misappropriation of the goodwill HBE has built up through operating its attractions.

67. HBE is entitled to compensatory and punitive damages based on DGC's conversion of its Confidential Information and Marks, the Domain Name, and the Website.

FOURTH CAUSE OF ACTION

Commercial Misappropriation, Extortion, Embezzlement, Breach of Contract, and Breach of Implied Covenant of Good Faith and Fair Dealing **(Website/Domain Name & Call Center)**

68. HBE has invested substantial time, skill, and money in developing its tourism attractions, activities, and other sights and destinations at the Grand Canyon's west rim, including the SKYWALK® viewing platform, the HUALAPAI LODGESM motel, the GRAND CANYON WESTSM facility, the HUALAPAI RIVER RUNNERSSM rafting service, and the HUALAPAI RANCHSM lodge, and in marketing these through vendors such as DGC.

69. The sole purpose for which the DESTINATIONGRANDCANYON.COM Website was created and operated was to market HBE's tourism attractions, activities, and other sights and destinations at the Grand Canyon's west rim, including the SKYWALK® viewing platform, the HUALAPAI LODGESM motel, the GRAND CANYON WESTSM

1 facility, the HUALAPAI RIVER RUNNERSSM rafting service, and the HUALAPAI
2 RANCHSM lodge.

3 70. On July 1, 2009, DGC launched a re-designed website accessed by the
4 DESTINATIONGRANDCANYON.COM Domain Name.

5 71. Most or all of the content of the re-designed website relates, not to DGC, but
6 to HBE and its property, including the attractions, activities, sights and destinations at the
7 Grand Canyon's west rim, including the SKYWALK® viewing platform, the HUALAPAI
8 LODGESM motel, the GRAND CANYON WESTSM facility, the HUALAPAI RIVER
9 RUNNERSSM rafting service, and the HUALAPAI RANCHSM lodge.

10 72. Since the re-designed website was launched, HBE no longer receives the
11 benefit of DGC's use of HBE's property and Confidential Information in the form of
12 photographs and promotions of Grand Canyon West attractions, sights and destinations
13 developed and operated by HBE.

14 73. DGC's use of HBE's property and Confidential Information on the redesigned
15 website is and was at all times without the authorization or consent of DGC.

16 74. HBE has been injured as a result of DGC's commercial misappropriation of
17 HBE's non-trade-secret information, causing damages to HBE.

18 75. The sole purpose for which the Call Center was opened and operated by DGC
19 was to promote HBE's tourism attractions, activities, and other sights and destinations at the
20 Grand Canyon's west rim, including the SKYWALK® viewing platform, the HUALAPAI
21 LODGESM motel, the GRAND CANYON WESTSM facility, the HUALAPAI RIVER
22 RUNNERSSM rafting service, and the HUALAPAI RANCHSM lodge.

23 76. Since the opening of the Call Center, HBE has paid all expenses associated
24 with the Call Center operations.

25 77. During all relevant times, DGC, without compensating or providing notice to
26 HBE, and without privilege or HBE's authorization or consent, diverted to independent third
27 party vendors, certain leads and tour bookings produced by the Call Center at HBE's
28

1 expense, thereby preventing HBE from receiving the benefit of DGC's use of its property in
2 the form of Call Center-related expenses.

3 78. DGC's misappropriation of HBE's property was intended to, and did in fact,
4 deprive HBE from receiving the benefit of DGC's use of HBE's property.

5 79. During all relevant times, DGC, despite its unauthorized diversion to
6 independent third-party vendors of certain Call Center leads and tour bookings produced at
7 HBE's expense, nonetheless continued to demand that HBE reimburse DGC monthly for
8 100% of Call Center expenses, and to continued to accept such reimbursement from HBE.

9 80. DGC's conduct constitutes actionable extortion and/or embezzlement.

10 81. HBE suffered injury as a result of DGC's conduct, causing HBE to incur
11 damages.

12 82. HBE is entitled to an award in *quantum meruit* based on all or part of the Call
13 Center reimbursement payments made to DGC, as well as to compensatory and punitive
14 damages, and its reasonable attorneys' fees and costs.

15 **FIFTH CAUSE OF ACTION**

16 **Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing**
17 **(Tribal Hiring Preferences)**

18 83. HBE hereby incorporates by reference all of the foregoing paragraphs as if
19 fully set forth herein.

20 84. Remedying persistent, substantial unemployment and underemployment of
21 Native Americans was, at all relevant times, an important factor underlying HBE's
22 Agreements with DGC, and the services rendered by DGC under the Agreements were, at
23 all relevant times, reasonably calculated to alleviate this condition.

24 85. The Marketing Agreements require DGC to give preference in hiring and
25 employment decisions to enrolled Native Americans or other individuals who, under Federal
26 Indian law, may be given such preference ("Eligible Individuals").
27
28

1 86. The Agreements further require DGC to provide HBE's personnel director at
2 least three working days' notice of all job openings relating to the services performed by
3 DGC for HBE, and to refrain from hiring persons who are not Eligible Individuals.

4 87. DGC breached its obligation and failed to accord preference to Eligible
5 Individuals in hiring and employment decisions.

6 88. DGC's breach has resulted in injury to HBE, causing HBE to suffer damages.

7 89. HBE is entitled to recover damages along with its reasonable attorney's fees
8 and costs.

9
10 **SIXTH CAUSE OF ACTION**
11 **Conversion, Breach of Contract, Breach of Implied Covenant of**
12 **Good Faith and Fair Dealing**
13 **(Confidential Information)**

14 90. HBE hereby incorporates by reference all of the foregoing paragraphs as if
15 fully set forth herein.

16 91. On June 24, 2009, HBE terminated the Marketing Agreements with DGC.

17 92. The Marketing Agreements require DGC, in the event of their voluntary or
18 involuntary termination, to promptly deliver to HBE all Confidential Information.

19 93. To date, DGC remains in breach of this obligation, having failed to deliver or
20 return to HBE any Confidential Information, and by continuing to use, without privilege,
21 authorization or consent, HBE's Confidential Information on DGC's redesigned
22 DESTINATIONGRANDCANYON.COM website, for the benefit of DGC and third parties.

23 94. DGC's breaches have caused HBE to suffer harm.

24 95. HBE is entitled to recover damages along with its attorney's fees and costs.

25 **SEVENTH CAUSE OF ACTION**
26 **Breach of Contract, Fraud, Embezzlement, Breach of Implied Covenant of Good Faith**
27 **and Fair Dealing**
28 **(Unauthorized Commission Payments)**

96. HBE hereby incorporates by reference all of the foregoing paragraphs as if
fully set forth herein..

1 97. The Agreements prohibit DGC from accepting from any third-party vendor of
2 HBE a "portion, split or percentage of any fees or charges earned or received" by the vendor
3 for providing products or services to HBE, but permit DGC to accept payments from a third-
4 party HBE vendor for services DGC renders directly to the vendor if disclosed to HBE
5 within 5 working days.

6 98. DGC breached the Agreements by accepting from HBE third-party vendors
7 commission percentages or fees derived from the moneys paid by HBE to the vendor for
8 providing various services to HBE.

9 99. To date, despite Notice of such breach from HBE, DGC remains in breach of
10 these provisions of the Agreements.

11 100. DGC represented to HBE that DGC would refrain from and cease accepting
12 unauthorized commission payments from third-party vendors in violation of the Agreements.

13 101. These representations were material, false, and made with knowledge of their
14 falsity.

15 102. These representations were made with intent to deceive HBE, and did in fact
16 deceive HBE.

17 103. HBE has suffered injury as a result of DGC's breach and DGC's
18 misrepresentations regarding its conduct.

19 104. HBE is entitled to recover compensatory and punitive damages along with its
20 attorney's fees and costs.

21 **EIGHTH CAUSE OF ACTION**
22 **Trademark Infringement (Common Law), Breach of Contract, Breach of Implied**
23 **Covenant of Good Faith and Fair Dealing**

24 105. HBE hereby incorporates by reference all of the foregoing paragraphs as if
25 fully set forth herein.

26 106. DGC uses HBE's Marks, or copies or colorable imitations thereof, in
27 connection with offering and/or advertising various goods and services provided by third
28 parties.

107. DGC's use of the Marks is knowing and intentional.

108. DGC's use of the Marks is likely to cause confusion among prospective and actual customers of HBE and allows DGC to improperly benefit from the goodwill that HBE has developed in the Marks.

109. DGC's conduct has caused, and continues to cause injury to HBE.

110. DGC is entitled to recover damages along with its attorney's fees and costs.

NINTH CAUSE OF ACTION

Trademark Infringement – Lanham Act (15 U.S.C. §1114) and Common Law, Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing

111. HBE hereby incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

112. DGC uses HBE's marks, or copies or colorable imitations thereof, in connection with offering and/or advertising various goods and services.

113. DGC's use of the Marks is likely to deceive, or to cause confusion or mistake among prospective and actual customers of HBE and SNW and allows DGC to improperly benefit from the goodwill that HBE has developed in the Marks.

114. DGC's use of the Marks was at all relevant times, and is currently, done knowingly is intended to cause confusion, mistake, or deception.

115. DGC's conduct has caused and continues to cause harm to HBE.

116. HBE is entitled to recover damages along with its attorney's fees and costs.

TENTH CAUSE OF ACTION

Unfair Competition (Common Law), Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing

117. HBE hereby incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

118. DGC uses HBE's Marks and other non-trade-secret and Confidential Information by displaying them on its redesigned website linked to the Domain Name, as if DGC were closely associated with or acting on behalf of, HBE, even though DGC no longer conducts marketing activities for HBE from that website.

119. DGC's use of the Marks and HBE's other non-trade-secret and Confidential Information is likely to cause confusion among prospective and actual customers of HBE.

120. DGC's use of the Marks and HBE's other non-trade-secret and Confidential Information allows DGC to improperly benefit from the goodwill that HBE has developed in the Marks and other non-trade-secret and Confidential Information.

121. Although DGC's display of the Marks and HBE's other non-trade-secret and Confidential Information on DGC's redesigned website does not permit DGC to claim trademark rights in the Marks, DGC's conduct constitutes unfair competition under Nevada common law.

122. DGC's conduct is causing damages and irreparable injury to HBE, for which it has no adequate remedy at law.

123. HBE is entitled to compensatory and punitive damages, its resulting attorney's fees and costs, and such further relief as the Arbitrator in its discretion may award.

ELEVENTH CAUSE OF ACTION
Unfair Competition (Lanham Act, Common Law), Breach of Contract, Breach of
Implied Covenant of Good Faith and Fair Dealing

124. HBE hereby incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

125. DGC's use of HBE's Marks and other non-trade-secret and Confidential Information is likely to cause confusion among prospective and actual customers of HBE and SNW and allows DGC to improperly benefit from the goodwill that HBE has developed in these marks.

126. Although DGC's display of HBE Marks does not permit it to claim trademark rights in the Marks, its conduct constitutes unfair competition under the Lanham Act.

127. DGC's conduct is causing damages and irreparable injury to HBE, for which it has no adequate remedy at law.

128. HBE is entitled to compensatory and punitive damages, its resulting attorney's fees and costs, and such further relief as the Arbitrator in its discretion may award.

TWELFTH CAUSE OF ACTION
Dilution (Lanham Act - 15 U.S.C. § 1125(c)), Breach of Contract, Breach of Implied
Covenant of Good Faith and Fair Dealing

129. HBE hereby incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

130. Even though DGC no longer provides marketing or other services for HBE, DGC continues to use on its redesigned website HBE's Marks, or Marks nearly identical to HBE's so that a significant segment of consumers would see the two as essentially the same.

131. DGC's use of HBE's Marks has harmed and continues to harm HBE and its business reputation and has caused, and continues to cause, dilution by lessening the capacity of the Marks to identify and distinguish HBE goods and services from the goods and services of others.

132. DGC's infringing acts have impaired, and continue to impair, the distinctive quality of HBE's Marks.

133. DGC's infringing acts have injured, and continue to injure, the business reputation of HBE.

134. The foregoing infringing acts of DGC constitute actionable Dilution under section 43(c) of the Lanham Act, 15 U.S.C § 1125(c).

135. DGC's conduct constitutes a breach of its obligations under the Marketing Agreements with HBE.

136. DGC acted in bad faith and/or willfully in adopting a colorable imitation of HBE's marks in an effort to reap the benefits of the goodwill associated with HBE's marks.

137. DGC's conduct is causing and will continue to cause HBE to suffer damages and irreparable injury as a result of the impairment of the distinctiveness of HBE's Marks, for which HBE has no adequate remedy at law.

138. HBE is entitled to compensatory and punitive damages, its resulting attorney's fees and costs, and such further relief as the Arbitrator in its discretion may award.

THIRTEENTH CAUSE OF ACTION

**Dilution (Nev. Rev. Stat. § 600.435), Breach of Contract,
Breach of Implied Covenant of Good Faith and Fair Dealing**

139. HBE hereby incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

140. DGC's use of HBE's Marks, that are famous in Nevada, has harmed HBE and its business reputation and has caused, and continues to cause, dilution by lessening the capacity of HBE's Marks to identify and distinguish HBE's goods and services from the goods and services of others.

141. DGC's infringing acts have impaired, and continue to impair, the distinctive quality of HBE's Marks.

142. DGC's infringing acts have injured, and continue to injure, the business reputation of HBE.

143. The foregoing infringing acts of DGC constitute actionable Dilution under Nevada Code § 600.435, and a breach of DGC's obligations under the Marketing Agreements with HBE.

144. DGC acted in bad faith and/or willfully in displaying on its redesigned website various representations and colorable imitations of HBE's Marks in an effort to reap the benefits of the goodwill associated with the Marks.

145. DGC's display on its redesigned website of various representations and colorable imitations of HBE's Marks and Confidential Information constitutes a breach of DGC's obligations under the Marketing Agreements with HBE.

146. DGC's infringing acts and breach have caused, and will continue to cause, HBE to suffer irreparable injuries as a result of the impairment of the distinctiveness of HBE's Marks, for which HBE has no remedy at law.

147. HBE is entitled to damages, its resulting attorney's fees and costs, and such further relief as the Arbitrator in its discretion may award.

FOURTEENTH CAUSE OF ACTION

False Advertising (Common Law), Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing

148. HBE hereby incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

149. DGC in connection with its services and day-to-day operations, has used and is using in commerce false or misleading statements, representations, and descriptions of fact.

150. DGC's false and misleading statements, representations, and descriptions of fact are literally false, and/or have a tendency to, and/or are likely to cause confusion or mistake, or deceive as to the affiliation, connection, or association of DGC with HBE.

151. DGC's false and misleading statements, representations, and descriptions of fact have been used by DGC in commercial advertising or promotion that misrepresent the nature, characteristics, and/or qualities of DGC's services or commercial activities.

152. DGC's false and misleading statements, representations, and descriptions of fact are material and have had and will have an effect on consumers' purchasing decisions.

153. DGC's false and misleading statements, representations, and descriptions of fact have caused harm to HBE and, if permitted to persist, are likely to cause further harm, by directly diverting sales from HBE to DGC and third party vendors, and by lessening the goodwill consumers associate with HBE.

154. DGC's false and misleading statements, representations, and descriptions of fact constitute a breach of DGC's obligations under the Marketing Agreements with HBE, thereby causing further harm to HBE.

155. HBE has been injured and suffered damages as a result of DGC's conduct.

156. HBE is entitled to damages and to its resulting attorneys' fees and costs.

FIFTEENTH CAUSE OF ACTION

False Advertising (Lanham Act - 15 U.S.C. § 1125(a)), Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing)

157. HBE hereby incorporates by reference all of the foregoing paragraphs as if fully set forth herein.

158. DGC in connection with its services and day-to-day operations, has made and is making false or misleading statements, representations, and descriptions of fact.

159. DGC's false and misleading statements, representations, and descriptions of fact have been used by DGC in interstate commerce in commercial advertising and/or promotion that misrepresents the nature, characteristics, and/or qualities of DGC's services or commercial activities.

160. DGC's false and misleading statements, representations, and descriptions of fact are literally false, and are material so as to affect consumers' purchasing decisions, actually deceive a substantial percentage of consumers, and/or have a tendency or likelihood of causing confusion or mistake, or deceiving consumers as to the affiliation, connection, or association of DGC with HBE.

161. DGC's false and misleading statements, representations, and descriptions of fact have caused harm to HBE and, if permitted to persist, are likely to cause further harm, by directly diverting sales from HBE to DGC and third party vendors, and/or by lessening the goodwill consumers associate with HBE, its destinations, attractions, and Marks.

162. DGC's false and misleading statements, representations, and descriptions of fact constitute a breach of DGC's obligations under the Marketing Agreements with HBE, thereby causing further harm to HBE.

163. HBE has been injured and suffered damages as a result of DGC's conduct.

164. HBE is entitled to damages and to its resulting attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Counterclaimants HBE demand judgment against DGC as follows:

1. Compensatory Damages;

- 1 2. Punitive Damages;
- 2 3. Attorneys Fees and Costs;
- 3 4. An award in *Quantum Meruit* for all payments made by HBE to DGC as
- 4 reimbursement for Call Center expenses to the extent those expenses were incurred as a
- 5 result of providing services for other third-party vendors instead of HBE;
- 6 5. Pre-and Post-judgment interest at the contract rate; and
- 7 6. Any further relief the Arbitrator deems appropriate to award under the
- 8 circumstances.

9 RESPECTFULLY SUBMITTED this 24th day of July, 2009.

10 SNELL & WILMER L.L.P.

11
12 By 

13 Dan W. Goldfine
14 Ruth Khalsa
15 One Arizona Center
16 400 E. Van Buren
17 Phoenix, AZ 85004-2202
18 Attorneys for Plaintiffs
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CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of July, 2009, I filed via AAA WebFile
DEFENDANT HWAL'BAY BA:J ENTERPRISES, INC.'S ANSWER AND
COUNTERCLAIMS, with the American Arbitration Association and hereby certify that I
have served the following parties by Facsimile addressed to the following:

Mark Tratos
Lisa Zastrow
Leslie Godfrey
Greenberg Traurig, LLP
3773 Howard Hughes Pkwy, Ste 400 North
Las Vegas, Nevada 89169
Telephone: (702) 792-3773
Facsimile: (702) 792-9002



Ruth Khalsa

10364873.3

Destination Grand Canyon, Inc. v Hwal'Bay Ba:J Enters., Inc., et al.

Case No. 79-147-Y-000104-09

**DEFENDANT HWAL'BAY BA:J ENTERPRISES, INC.'S
ANSWER AND COUNTERCLAIMS**

EXHIBIT A

MARKETING SERVICES AGREEMENT (GRAND CANYON WEST)

This MARKETING SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 1st day of June, 2005, between HWAL'BAY BAJ ENTERPRISES, INC., dba: GRAND CANYON RESORT CORPORATION, a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe ("GCRC"), and DESTINATION GRAND CANYON, INC., a Nevada corporation ("Company").

RECITALS:

A. Company is actively engaged in the marketing and promotion of tours and tourism related projects on, at, or near Las Vegas, Nevada, and all surrounding areas, including, without limitation, Grand Canyon West located within the Hualapai Indian Reservation ("Grand Canyon West").

B. GCRC is actively involved in the tourism and tourist related industries and desires assistance in the marketing, sales and promotion of their existing and future business interests and projects.

C. GCRC is willing to engage Company and Company is willing to provide marketing services to GCRC in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GCRC and Company agree as follows:

1. SCOPE OF SERVICES. Company's work shall include the provision of such services, preparation of such documents, reports and presentations as described in Appendix A, attached hereto and made a part hereof by this reference (the "Services").

2. JOINT PERFORMANCE.

(a) The parties warrant and represent to each other that they will not act in any manner which would cause this Agreement to be altered, amended, modified, canceled, or terminated (except as allowed by Section 8) without the consent of the other and that they will at all times act in good faith and deal fairly with the other party. The parties further warrant and represent that they will take all action necessary to ensure that this Agreement shall remain in good standing at all times and will fully cooperate with each other in achieving the goals of this Agreement.

(b) Company shall perform the Services in an efficient and economical manner consistent with the level of care, skill, practice and judgment exercised by other professional service providers in performing services of a similar nature under similar circumstances. Company represents and warrants to GCRC that all persons who will be performing the Services possess the requisite skill, training and experience and hold all required licenses and permits to render the Services contemplated by this Agreement.

3. **COMPENSATION.** The compensation from GCRC to Company in exchange for the Services shall be as set forth in **Appendix B**, attached hereto and made a part hereof by this reference.

4. **ACCESS TO INFORMATION.** Within sixty (60) days of the execution of this Agreement, GCRC agrees to provide Company with a detailed annual budget for of all of GCRC's tourist and tourism related business interests, broken down into individual line items. GCRC also agrees to provide Company with access to any and all of GCRC's current tourist and tourism related projects. Upon Company's reasonable request, GCRC will provide Company with documents, drawings, photographs, reports, data and other information reasonably necessary, in GCRC's sole and absolute discretion, for the effective and efficient performance of the Services. Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in connection with the Services are the sole property of GCRC for use exclusively by GCRC or its designated agents and employees and shall be submitted to GCRC within 5 working days after a written request from GCRC, and, in any event, upon termination of this Agreement.

5. **EMPLOYMENT PREFERENCES.**

(a) It is recognized that one of the basic factors involved in this Agreement is the fact that substantial and persistent Native American unemployment and underemployment exists, and the Services are reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

(b) Eligible Individuals shall receive preference in hiring and in all other aspects of employment with Company in connection with the operation of the Services in accordance with terms of this Agreement. As used in this Agreement, "Eligible Individual" means an enrolled Native American and any other individual that, pursuant to federal law applicable to Native Americans, can be given preference in employment decisions.

(c) Company shall notify the Director of Human Resources for GCRC (the "Personnel Director") of all job openings in connection with the Services and the required qualifications for such job openings. Company shall not employ any person who is not an Eligible Individual without giving the Personnel Director at least three days prior notice so that a qualified Eligible Individual may be referred for employment.

(d) Qualified Eligible Individuals shall have preference in promotions, and such openings shall be announced at least three days prior to filling them. Notice, together with the required qualifications for such open position, shall be given to the Personnel Director at least three working days prior to the filling of any such vacancy if Company proposes to fill said vacancy with a non-Eligible Individual.

(e) It is the purpose and intent of the provisions of this **Section 5(e)** that if there are two or more persons qualified for a job opening, and one of such persons is an Eligible Individual, the qualified person who is an Eligible Individual shall be selected. If no qualified Eligible Individual applies for the job opening, a person who is not an Eligible Individual may be selected for employment by company. It is not the intent and purpose of this **Section 5(e)** to

establish quotas. If no qualified Eligible Individual is available for a job opening or promotion and a non-Eligible Individual is hired or promoted by Company, such individual's employment or promotion shall not be terminated or rescinded solely upon the basis that a qualified Eligible Individual subsequently becomes available for hiring or promotion.

6. CONFIDENTIALITY; NON-COMPETE AGREEMENT.

(a) Confidentiality.

(1) Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in the performance of the Services are confidential ("Confidential Information") and shall not be disclosed or made available to any individual or entity other than GCRC except with the prior approval of GCRC. Confidential Information also includes (i) information in both tangible and intangible form, oral and written form, or contained in any form relating to GCRC's dealers, customers or vendors ("GCRC Vendor"), existing or proposed products, research and development, software, services or marketing plans, and (ii) information which, though not specifically disclosed to Company by GCRC, is made available to Company through Company's access to, or inspection of, GCRC's facilities, products, customers, or suppliers.

(2) Company agrees that any and all Confidential Information, including all documents and other media containing Confidential Information and all reproductions (whether delivered to Company, reproduced by Company or generated by Company) shall at all times be and remain the sole and exclusive property of GCRC. In addition, nothing in this Agreement shall be construed to convey to Company any right, title, interest, license or right to use Confidential Information or any other intellectual property, including, but not limited to, any patents, trademarks or copyrights that may be disclosed or discussed with Company. In the event of the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall promptly deliver to GCRC all materials, documents and data of any nature contained in or pertaining to any Confidential Information and Company shall not take or remove any such materials, documents or data or any reproductions thereof.

(3) During the term of this Agreement and following the termination of this Agreement for a period of 10 years, Company shall not directly or indirectly use, furnish, disseminate, disclose, or authorize any disclosure to third parties any part or all of the Confidential Information without prior written consent by GCRC. Nor shall Company use, copy or duplicate such Confidential Information, in whole or in part, for any purpose whatsoever except to perform Company's duties as are appropriate in conjunction with Services provided pursuant to this Agreement. Company further agrees that any Confidential Information Company obtains shall be disclosed only to those persons employed by GCRC whose duties reasonably require the need for such information, and then only on the basis of a clear understanding by those persons of their obligation to maintain confidentiality of such information and their obligation to restrict the use of such information as stated in this Agreement.



(b) Conflict of Interests: Notification: Anti-Kickback. During the term of this Agreement:

(1) Allison Raskansky shall not be employed by any person or entity who is a GCRC Vendor;

(2) Company shall notify GCRC of any contractual relationship, or negotiations concerning a contractual relationship, whether written or oral, between Company and any GCRC Vendor; such notification to occur immediately, but no later than 5 working days following, the commencement of any such contractual relationship, or negotiations concerning such contractual relationship;

(3) Company shall not accept any portion, split or percentage of any fees or charges earned or received by any GCRC Vendor for the rendering of products or services by such GCRC Vendor to Grand Canyon West; provided, however, that Company may receive payment from a GCRC Vendor, which has been disclosed to GCRC in accordance with Section 6(b)(2), for marketing services provided by the Company to such GCRC Vendor.

(4) Company may not receive a commission, fee, or charge from any money paid by GCRC for advertising or promotional material.

(c) Non-Compete. During the term of this Agreement and for a period of two (2) years from the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall not, directly or indirectly, become interested in (as partner, stockholder, director, officer, principal, agent, employee, trustee, lender of money or in any other relation or capacity whatsoever) any business that exclusively performs services at the South Rim of the Grand Canyon without the prior written consent of GCRC.

7. TERM. Unless terminated sooner by GCRC pursuant to Sections 8 and 9, the term of this Agreement shall commence on June 1, 2005, and terminate on December 31, 2007; provided, however, that, unless terminated sooner by GCRC pursuant to Sections 8 and 9, this Agreement shall automatically extend for an additional 12 month period, through and including December 31, 2010, in the event that GCRC's Average Annual Growth Rate is greater than 17.2%. For purposes of this Section 7, "Average Annual Growth Rate" means the average percentage increase in Annual Gross Revenues for the period commencing January 1, 2006, to the most recent year end, as determined by GCRC in accordance with GAAP.

8. CONDITIONS GOVERNING TERMINATION.

(a) GCRC may terminate this Agreement by providing notice to Company, as provided in Section 9, upon the occurrence of the following ("Events of Default"):

(1) Any material breach of this Agreement by Company; or

(2) Any default or breach by Company of any other contract between GCRC and Company.

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(b) At the option of GCRC and upon the death of Allison Raskansky or if Allison Raskansky becomes physically incapacitated or mentally incompetent such that she is unable to meaningfully participate in the management of Company, GCRC may terminate this Agreement at the end of the current quarter after delivery of 30 days prior written notice to Company; provided, however, in years 2009 and 2010, GCRC may only terminate this Agreement under this Section 8(b) on December 31st.

(c) In the event of a Force Majeure event that has a material adverse impact on GCRC's financial statements, including financial projections, then GCRC may terminate this Agreement after 90 days written notice to Company. "Force Majeure" means an event that is reasonably not anticipated by GCRC and not within the reasonable control of GCRC. Force Majeure includes strike, lockout, act of a public enemy, severe weather, war, terrorism, blockade, insurrection, riot or act of God.

(d) In the event that Grand Canyon West's Gross Revenues does not increase by over 5% over the previous 12 month period, then GCRC may terminate this Agreement after 90 days written notice to Company.

9. NOTICE AND CURE. Upon the occurrence of an Event of Default, GCRC shall submit written notice of the default to Company (a "Notice of Default"). Company shall have 30 days from receipt of such Notice of Default to cure any Event of Default and this Agreement shall not be terminated if Company shall have cured such default within 30 days after receipt of the Notice of Default.

10. REPRESENTATIONS AND RELATIONSHIP OF PARTIES.

(a) In order to induce GCRC to enter into this Agreement, Company represents and warrants that the following statements are true and correct to the best of its knowledge: (a) Company is a corporation duly organized and validly existing under the laws of the State of Nevada; (b) Company has the corporate power and corporate authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by GCRC this Agreement constitutes the valid and binding obligation of Company, enforceable in accordance with its terms; and (d) Company is in compliance with all applicable federal, state and local laws in connection with this Agreement and which may relate to this Agreement and the transactions contemplated hereby.

(b) In order to induce Company to enter into this Agreement, GCRC represents and warrants that the following statements are true and correct to the best of its knowledge: (a) GCRC is an entity duly organized and validly existing; (b) GCRC has the power and authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by Company, this Agreement constitutes the valid and binding obligation of GCRC, enforceable in accordance with its terms; and (d) GCRC is in compliance with all applicable federal state and local laws, including, but not limited to, those which may relate to this Agreement and the transactions contemplated hereby. Company is an independent contractor and not an agent or employee of GCRC.



(c) Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between GCRC and Company other than that of independent contractor. Neither party shall have any authority to supervise the employees, representatives or subcontractors of the other party, nor to make any statements, representations or commitments of any kind or take any actions which will be binding upon the other party except as specifically provided in this Agreement.

11. **INSURANCE.** Company shall obtain (or in GCRC's sole and absolute discretion, GCRC may obtain the insurance required under Section 11(a) below, at the Company's sole cost and expense) and provide GCRC with written evidence of the following insurance coverage, which coverage shall remain in force during the term of this Agreement:

(a) Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG0001 (11/88) or ISO Comprehensive General Liability "occurrence" Form GL0002 (Ed 1/73) with the Broad Form Comprehensive General Liability Endorsement GL0404, including blanket contractual liability coverage, with limits of at least:

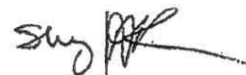
\$2,000,000 General Aggregate
\$1,000,000 Personal and Advertising Injury Limit
\$100,000 Fire Damage Limit (Any One Fire)
\$5,000 Medical Expense Limit (Any One Person)

(b) Employer's Liability or Stop Gap Liability insurance with limits of not less than \$1,000,000 each Accident, \$1,000,000 Each Employee Disease, and \$1,000,000 Policy Limit Disease.

(c) Automobile Liability Insurance on ISO Business Auto Coverage form number CA0001, including Symbol 1. Each vehicle with a seating capacity of 15 passengers or less must have limits of liability of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(d) Insurance in accordance with all applicable state and federal laws relating to workers' compensation with respect to all of Company's employees, owners and officers, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Each policy of insurance shall be in a form and with insurers satisfactory to GCRC and provide 30 days advance notice to GCRC of non-renewal, material change, cancellation or potential exhaustion of aggregate limits. The policy provided pursuant to Section 11(a) must include an endorsement amending the aggregate limits to apply on per location or per project basis. Company shall have GCRC and the Hualapai Indian Tribe named as an additional insured on the policies described under Section 11(a), and such policies shall not have deductibles that exceed \$5,000 per occurrence. Prior to the commencement of the Services and thereafter upon GCRC's request during the term of this Agreement, Company shall provide GCRC with written evidence of the required coverage in the form of a certificate of insurance with the applicable endorsements attached or a copy of the policy.



12. ARBITRATION; GOVERNING LAW; JURISDICTION.

(a) Mandatory Arbitration. Any controversy, claim or dispute arising out of or related to this Agreement shall be resolved through binding arbitration. The arbitration shall be conducted by a sole arbitrator; provided, however, if the parties cannot agree upon an arbitrator, each party will select an arbitrator and the two arbitrators will select the sole arbitrator to resolve the dispute. Either party may request and thus initiate arbitration of the dispute by written notice ("Arbitration Notice") to the other party. The Arbitration Notice shall state specifically the dispute that the initiating party wishes to submit to arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as limited by Section 12(d). Judgment upon the award (as limited by Section 12(d)) rendered by the arbitrator may be enforced through appropriate judicial proceedings in any federal court having jurisdiction. Prompt disposal of any dispute is important to GCRC and Company. The parties agree that the resolution of any dispute shall be conducted expeditiously, to the end that the final disposition thereof shall be accomplished within 120 days or less.

(b) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Nevada and the Hualapai Indian Tribe. The laws of the State of Nevada specifically exclude, however, any laws of the State of Nevada that may be interpreted to (i) waive GCRC's or Hualapai Indian Tribe's sovereign immunity (ii) require arbitration, other than as agreed to in Section 12(a) above, or (iii) require GCRC or the Hualapai Indian Tribe to appear in any courts or hearings or other proceedings in the State of Nevada, except federal courts. The venue and jurisdiction for (i) any litigation under this Agreement and (ii) all other civil matters arising out of the Services or this Agreement shall be the federal courts sitting in the State of Arizona, and located in or around Peach Springs, Arizona.

(c) Unenforceability. With respect to any provision of this Agreement finally determined by a federal court of competent jurisdiction to be unenforceable, such federal court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the parties shall abide by such federal court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision shall remain in full force and effect.

(d) Limited Waiver of Sovereign Immunity. GCRC expressly waives its sovereign immunity with respect to all disputes arising out of this Agreement to the extent permitted under the Hualapai Indian Tribe's Constitution. GCRC's waiver of sovereign immunity from suit is specifically limited by the Hualapai Indian Tribe's Constitution and to the following actions and judicial remedies:

(1) The action must be brought by Company and not by any other person, corporation, partnership, government, governmental agency or entity whatsoever; and

(2) Any money damages will be limited to the assets that are solely owned by GCRC. No money damages, awards, fines, fees, costs or expenses can be brought or awarded against the Hualapai Indian Tribe in arbitration, judicial, or governmental agency action; and

(3) An action in a federal court of competent jurisdiction in Arizona to either (i) compel arbitration or (ii) enforce a determination by an arbitrator requiring GCRC to specifically perform any obligation under this Agreement (other than an obligation to pay any money damages under Section 12(d)(2)).

13. ATTORNEYS' FEES. If a lawsuit arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to recover from the other party the substantially prevailing party's reasonable costs, expenses and attorneys' fees, including in-house attorneys' fees incurred in such action.

14. COMPLIANCE WITH LAWS; GOVERNMENTAL AGENCY COMMUNICATIONS. Company shall comply with laws, rules, regulations, and ordinances of the Hualapai Indian Tribe, the state(s) where the Services are being performed, and United States of America if applicable. Company shall not contact any governmental agency regarding the Services unless GCRC's approval is secured prior to the communication.

15. NO ASSIGNMENTS OR DELEGATION.

(a) This Agreement may not be assigned, by operation of law or otherwise, by Company without the prior written consent of GCRC, which may be withheld in its sole discretion.

(b) None of the Services may be delegated or subcontracted to an independent contractor without the prior written consent of GCRC, which may be withheld in its sole discretion. In the event Company retains any independent contractor to perform all or any portion of the Services, however, Company shall remain fully responsible for the manner and quality of Services performed.

16. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights or benefits to parties other than GCRC or Company.

17. TIME OF ESSENCE. Time is of the essence of this Agreement.

18. NOTICES. All notices and communications relating to this Agreement in any manner whatsoever shall be deemed given when delivered personally to that party, transmitted via facsimile (with electronic confirmation) to that party at the facsimile number for that party set forth below, mailed by certified mail (postage prepaid and return receipt requested) to that party at the address for that party set forth below, or delivered by Federal Express or any other similar nationally recognized express delivery service for delivery to that party at that address:

smg/

To Company: DESTINATION GRAND CANYON, INC.
Attn.: Allison Raskansky

Fax: (702) _____

With a copy to: _____

To GCRC: GRAND CANYON RESORT CORPORATION
Attn.: President
P.O. Box 359
Peach Springs, Arizona 86434
Fax: (928) 769-2410

With a copy to: Mark D. Ohre, Esq.
Snell & Wilmer LLP.
One Arizona Center
Phoenix, Arizona 85004-2202
Fax: (602) 382-6070

Any party may change its address or telecopy number for notices under this Agreement at any time by giving the other party notice of such change.

19. **EXECUTION; ENTIRE AGREEMENT.** This Agreement shall not become effective or binding upon the parties until accepted by both parties as evidenced by their respective signatures hereto. This Agreement constitutes the final and complete agreement between the parties hereto with respect to the subject matter of this Agreement, superseding all prior agreements, written or oral, or discussions between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by a writing signed by duly authorized representatives of GCRC and Company.

20. **GENDER.** Whenever used in this Agreement, words in the masculine gender shall include the feminine gender and vice versa.

21. **LIMITED EFFECT OF WAIVER.** No failure or delay by either party hereto in exercising any power, right or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any such power, right or privilege will preclude any other or further exercise thereof or of any other power, right or privilege.

22. **CONSTRUCTION.** This Agreement is the result of negotiations between GCRC and Company. Accordingly, the Agreement shall not be construed for or against GCRC or Company, regardless of which party drafted the Agreement or any part thereof. The underlined headings contained herein are for convenience only and are not to be deemed to be part of this Agreement and are not to be referred to in connection with the interpretation of this Agreement.

Smg / *RR*

23. **FURTHER ASSURANCES.** GCRC and Company shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, Company and GCRC, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement the day and year first above written.

GCRC:

HWAL'BAY BA:J ENTERPRISES, INC., dba
GRAND CANYON RESORT CORPORATION, a
tribally chartered corporation of, and owned by, the
Nation

By: [Signature]
Name: Sheri Yellow Hawk
Title: CEO

COMPANY:

DESTINATION GRAND CANYON, INC., a
Nevada corporation

By: [Signature]
Name: Alison Roskamsky
Title: President & CEO

[Signature]

APPENDIX ASCOPE OF SERVICES

The Services to be performed by Company shall include, but not be limited to, the following:

1. Consulting, advising or coaching GCRC's marketing, sales and advertising as it relates to GCRC's tourism related business interests;
2. Representative shall use its best efforts to promote Grand Canyon West as a destination including the promotion of the Products at Grand Canyon West;
3. Representative will devote adequate time and effort to perform its obligation;
4. Representative shall also provide consulting and assistance to Company in promotional activities for Grand Canyon West such as trade shows, product presentations, sales calls and other activities of GCRC with respect to the Products;
5. Representative shall report monthly to GCRC concerning promotion of the Products in addition the representative will;
6. Analyze GCRC's current and proposed products and services;
7. Assist with product development and implementation in the market place;
8. Assist with and arrange for Sales training at Grand Canyon West;
9. Create, prepare and submit to GCRC for its prior approval advertising ideas and programs;
10. Prepare and submit to GCRC for its prior approval estimates of costs and expenses associated with proposed advertising ideas and programs;
11. Design and prepare, or arrange for the design and preparation of, advertisements; and
12. Order advertising space, time or other means to be used for publication of Advertiser's advertisements, at all times endeavoring to secure the most efficient and advantageous rates available.



APPENDIX B**COMPANY COMPENSATION**

1. **Monthly Fee.** During the term of the Agreement, GCRC shall pay Company a monthly fee as follows:

From	Through and Including	Amount
June 2005	December 2007	\$4,000.00
January 2007	December 2010	\$5,000.00

In the event that the Agreement continues beyond December, 2010, GCRC and Company shall endeavor to agree to a monthly fee arrangement.

2. **Percentage of Gross Annual Sales.**

(a) **Base Revenue Amount.** The "Base Revenue Amount" will equal \$6,000,000 for GCRC's fiscal year ending December 31, 2005, and be increased at the beginning of each fiscal year by 20% as follows:

Fiscal Year	Base Revenue Amount
June 1, 2005, to December 31, 2005	\$3,000,000
January 1, 2006, to December 31, 2006	\$3,600,000
January 1, 2007, to December 31, 2007	\$4,200,000
January 1, 2008, to December 31, 2008	\$4,800,000
January 1, 2009, to December 31, 2009	\$5,400,000
January 1, 2010, to December 31, 2010	\$6,000,000

(b) GCRC shall pay to Company, within thirty (30) days of the close of each month after the Base Revenue Amount is satisfied, for the term of this Agreement, a percentage of Grand Canyon West's Annual Gross Revenues as follows:

Annual Gross Revenues	Percentage Paid to Company
\$0 to Base Revenue Amount	0.0%
Base Revenue Amount to \$20,000,000.00	1.0%

\$20,000,001.00 to \$40,000,000.00	0.8%
\$40,000,001.00 to \$60,000,000.00	0.6%
\$60,000,001.00 and above	0.4%

(c) "Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by Grand Canyon West from or in connection with Grand Canyon West's business, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) eighty-five percent (85%) of all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) all revenues, receipts and income from operations with Oriental Travel and Tours, Inc. or any affiliates; (iii) all revenues, receipts and income from operations of the to be constructed old-west themed facility; (iv) all revenues, receipts and income from operations of the to be constructed Indian Village and Skywalk facility; (v) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (vi) all revenues, receipts and income from federal, state and municipal grants; (vii) interest accrued on amounts in GCRC's operating reserve and any capital reserve; (viii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (ix) proceeds from the sale, condemnation or other disposition of non-inventory assets; (x) returned deposits or refunds to customers, (xi) imputed value of goods or services furnished on a complimentary basis, and (xii) proceeds of insurance. Annual Gross Revenues shall be determined on an accrual basis.

3. Percentage of Oriental Travel and Tours Sales.

(a) GCRC shall pay to Company, within thirty (30) days of the close of each month after the OTT Base Revenue Amount is satisfied, for the term of this Agreement, a percentage of GCRC OTT Annual Gross Revenues as follows:

OTT Annual Gross Revenues	Percentage Paid to Company
\$0 to \$180,000 (the " <u>OTT Base Revenue Amount</u> ")	0.0%
OTT Base Revenue Amount and above	0.2%

(b) "OTT Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by GCRC from or in connection with the services provided by Oriental Travel and Tours, Inc. at Grand Canyon West, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) eighty-five percent (85%) of all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) Annual Gross Revenues; (iii) all revenues, receipts and income from operations of the to be constructed old-west themed facility;

(iv) all revenues, receipts and income from operations of the reconstructed Indian Village and Skywalk facility; (v) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (vi) all revenues, receipts and income from federal, state and municipal grants; (vii) interest accrued on amounts in GCRC's operating reserve and any capital reserve; (viii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (ix) proceeds from the sale, condemnation or other disposition of non-inventory assets; (x) returned deposits or refunds to customers, (xi) imputed value of goods or services furnished on a complimentary basis, and (xii) proceeds of insurance. OTT Annual Gross Revenues shall be determined on an accrual basis.

4. Annual Audit. GCRC performs an annual audit commencing on January 1st of each year. Due to the required auditing procedures, December's percentage of sales payment, due at the end of January may be delayed for up to 90 days.

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OTT Base Revenue Amount and above	0.2%
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(b) OTT Annual Gross Revenues. "OTT Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by GCRC from or in connection with the services provided by Oriental Travel and Tours, Inc. at Grand Canyon West, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) eighty-five percent (85%) of all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) Annual Gross Revenues; (iii) all revenues, receipts and income from operations of the to be constructed old-west themed facility; (iv) all revenues, receipts and income from operations of to be constructed Indian Village and Skywalk facility; (v) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (vi) all revenues, receipts and income from federal, state and municipal grants; (vii) interest accrued on amounts in GCRC's operating reserve and any capital reserve, (viii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (ix) proceeds from the sale, condemnation or other disposition of non-inventory assets; (x) returned deposits or refunds to customers, (xi) imputed value of goods or services furnished on a complimentary basis, and (xii) proceeds of insurance. OTT Annual Gross Revenues shall be determined on an accrual basis.

2. Hualapai Lodge and Hualapai River Operations.

2.1 Monthly Fee. During the term of the Agreement, GCRC shall pay Company a monthly fee for marketing services rendered on behalf of Hualapai Lodge and Hualapai River Operations in the amount of \$3,500. In the event that the Agreement continues beyond December 2010, GCRC and Company shall endeavor to agree to a monthly fee arrangement.

2.2 Percentage of Hualapai Lodge and Hualapai River Operations Sales.

(a) HLR Base Revenue Amount. The "HLR Base Revenue Amount" will equal, in the aggregate, for Hualapai Lodge and Hualapai River Operations' fiscal quarters ending on March 31, 2006, June 30, 2006, September 30, 2006, and December 31, 2006, the following:

Fiscal Quarter	Base Revenue Amount
First Quarter 2006 (January 1, 2006, to March 31, 2006)	\$322,416
Second Quarter 2006 (April 1, 2006, to June 30, 2006)	\$1,619,902

Third Quarter 2006 (July 1, 2006, to September 30, 2006)	\$1,768,549
Fourth Quarter (October 1, 2006, to December 31, 2006)	\$TBD

(b) Bonus. GCRC shall pay to Company, within sixty (60) days after the end of each fiscal quarter, a bonus equivalent to the lesser of (i) \$10,500 multiplied by the Year-To-Year Revenue Percentage, or (ii) \$10,500 multiplied by the Highest Revenue Percentage.

(c) Year-To-Year Revenue Percentage. The "Year-To-Year Revenue Percentage" means the percent, rounded to the nearest tenth of a percent, by which HLR Aggregate Quarterly Gross Revenues for the most recent fiscal quarter exceed the HLR Base Revenue for the same fiscal quarter in the previous year.

(d) HLR Aggregate Quarterly Gross Revenues. "HLR Aggregate Quarterly Gross Revenues" means the aggregate of all revenues, receipts and income of any kind derived directly (i) by Hualapai Lodge, and (ii) from Hualapai River trips, as of the fiscal quarter ending on March 31st, June 30th, September 30th, or December 31st of the calendar year, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) all revenues, receipts and income from federal, state and municipal grants; (ii) interest accrued on amounts in GCRC's operating reserve and any capital reserve, (iii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (iv) proceeds from the sale, condemnation or other disposition of non-inventory assets; (v) returned deposits or refunds to customers, (vi) imputed value of goods or services furnished on a complimentary basis, and (vii) proceeds of insurance. HLR Aggregate Quarterly Gross Revenues shall be determined on an accrual basis.

(e) Highest Revenue Percentage. The "Highest Revenue Percentage" means the percent, rounded to the nearest tenth of a percent, by which HLR Aggregate Quarterly Gross Revenues for the most recent fiscal quarter exceed the highest HLR Aggregate Quarterly Gross Revenues for the same fiscal quarter in the previous three (3) calendar years.

3. Annual Audit. GCRC performs an annual audit commencing on January 1st of each year. Due to the required auditing procedures, December's monthly payment due at the end of January may be delayed for up to 90 days.

Signature

**MARKETING SERVICES AGREEMENT
(WESTERN TOWN)**

This MARKETING SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 1st day of June, 2005, between HWAL'BAY BAJ ENTERPRISES, INC., dba GRAND CANYON RESORT CORPORATION, a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe ("GCRC"), and DESTINATION GRAND CANYON, INC., a Nevada corporation ("Company").

RECITALS:

A. Company is actively engaged in the marketing and promotion of tours and tourism related projects on, at, or near Las Vegas, Nevada, and all surrounding areas, including, without limitation, Grand Canyon West located within the Hualapai Indian Reservation ("Grand Canyon West").

B. GCRC is actively involved in the tourism and tourist related industries and desires assistance in the marketing, sales and promotion of their existing and future business interests and projects.

C. GCRC is willing to engage Company and Company is willing to provide marketing services to GCRC in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GCRC and Company agree as follows:

1. **SCOPE OF SERVICES.** Company's work shall include the provision of such services, preparation of such documents, reports and presentations as described in Appendix A, attached hereto and made a part hereof by this reference (the "Services").

2. **JOINT PERFORMANCE.**

(a) The parties warrant and represent to each other that they will not act in any manner which would cause this Agreement to be altered, amended, modified, canceled, or terminated (except as allowed by Section 8) without the consent of the other and that they will at all times act in good faith and deal fairly with the other party. The parties further warrant and represent that they will take all action necessary to ensure that this Agreement shall remain in good standing at all times and will fully cooperate with each other in achieving the goals of this Agreement.

(b) Company shall perform the Services in an efficient and economical manner consistent with the level of care, skill, practice and judgment exercised by other professional service providers in performing services of a similar nature under similar circumstances. Company represents and warrants to GCRC that all persons who will be performing the Services possess the requisite skill, training and experience and hold all required licenses and permits to render the Services contemplated by this Agreement.

By [Signature]

3. **COMPENSATION.** The compensation from GCRC to Company in exchange for the Services shall be as set forth in Appendix B, attached hereto and made a part hereof by this reference.

4. **ACCESS TO INFORMATION.** Within sixty (60) days of the execution of this Agreement, GCRC agrees to provide Company with a detailed annual budget for of all of GCRC's tourist and tourism related business interests, broken down into individual line items. GCRC also agrees to provide Company with access to any and all of GCRC's current tourist and tourism related projects. Upon Company's reasonable request, GCRC will provide Company with documents, drawings, photographs, reports, data and other information reasonably necessary, in GCRC's sole and absolute discretion, for the effective and efficient performance of the Services. Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in connection with the Services are the sole property of GCRC for use exclusively by GCRC or its designated agents and employees and shall be submitted to GCRC within 5 working days after a written request from GCRC, and, in any event, upon termination of this Agreement.

5. **EMPLOYMENT PREFERENCES.**

(a) It is recognized that one of the basic factors involved in this Agreement is the fact that substantial and persistent Native American unemployment and underemployment exists, and the Services are reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

(b) Eligible Individuals shall receive preference in hiring and in all other aspects of employment with Company in connection with the operation of the Services in accordance with terms of this Agreement. As used in this Agreement, "Eligible Individual" means an enrolled Native American and any other individual that, pursuant to federal law applicable to Native Americans, can be given preference in employment decisions.

(c) Company shall notify the Director of Human Resources for GCRC (the "Personnel Director") of all job openings in connection with the Services and the required qualifications for such job openings. Company shall not employ any person who is not an Eligible Individual without giving the Personnel Director at least three days prior notice so that a qualified Eligible Individual may be referred for employment.

(d) Qualified Eligible Individuals shall have preference in promotions, and such openings shall be announced at least three days prior to filling them. Notice, together with the required qualifications for such open position, shall be given to the Personnel Director at least three working days prior to the filling of any such vacancy if Company proposes to fill said vacancy with a non-Eligible Individual.

(e) It is the purpose and intent of the provisions of this Section 5(e) that if there are two or more persons qualified for a job opening, and one of such persons is an Eligible Individual, the qualified person who is an Eligible Individual shall be selected. If no qualified Eligible Individual applies for the job opening, a person who is not an Eligible Individual may be selected for employment. It is not the intent and purpose of this Section 5(e) to establish quotas.



If no qualified Eligible Individual is available for a job opening or promotion and a non-Eligible Individual is hired or promoted by Company, such individual's employment or promotion shall not be terminated or rescinded solely upon the basis that a qualified Eligible Individual subsequently becomes available for hiring or promotion.

6. CONFIDENTIALITY; NON-COMPETE AGREEMENT.

(a) Confidentiality.

(1) Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in the performance of the Services are confidential ("Confidential Information") and shall not be disclosed or made available to any individual or entity other than GCRC except with the prior approval of GCRC. Confidential Information also includes (i) information in both tangible and intangible form, oral and written form, or contained in any form relating to GCRC's dealers, customers or vendors ("GCRC Vendor"), existing or proposed products, research and development, software, services or marketing plans, and (ii) information which, though not specifically disclosed to Company by GCRC, is made available to Company through Company's access to, or inspection of, GCRC's facilities, products, customers, or suppliers.

(2) Company agrees that any and all Confidential Information, including all documents and other media containing Confidential Information and all reproductions (whether delivered to Company, reproduced by Company or generated by Company) shall at all times be and remain the sole and exclusive property of GCRC. In addition, nothing in this Agreement shall be construed to convey to Company any right, title, interest, license or right to use Confidential Information or any other intellectual property, including, but not limited to, any patents, trademarks or copyrights that may be disclosed or discussed with Company. In the event of the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall promptly deliver to GCRC all materials, documents and data of any nature contained in or pertaining to any Confidential Information and Company shall not take or remove any such materials, documents or data or any reproductions thereof.

(3) During the term of this Agreement and following the termination of this Agreement for a period of 10 years, Company shall not directly or indirectly use, furnish, disseminate, disclose, or authorize any disclosure to third parties any part or all of the Confidential Information without prior written consent by GCRC. Nor shall Company use, copy or duplicate such Confidential Information, in whole or in part, for any purpose whatsoever except to perform Company's duties as are appropriate in conjunction with Services provided pursuant to this Agreement. Company further agrees that any Confidential Information Company obtains shall be disclosed only to those persons employed by GCRC whose duties reasonably require the need for such information, and then only on the basis of a clear understanding by those persons of their obligation to maintain confidentiality of such information and their obligation to restrict the use of such information as stated in this Agreement.

sig/ [signature]

(b) Conflict of Interests; Notification; Anti-Kickback. During the term of this Agreement:

(1) Allison Raskansky shall not be employed by any person or entity who is a GCRC Vendor;

(2) Company shall notify GCRC of any contractual relationship or negotiations concerning a contractual relationship, whether written or oral, between Company and any GCRC Vendor; such notification to occur immediately, but no later than 5 working days following the commencement of any such contractual relationship, or negotiations concerning such contractual relationship;

(3) Company shall not accept any portion, split or percentage of any fees or charges earned or received by any GCRC Vendor for the rendering of products or services by such GCRC Vendor to Western Town Facilities; provided, however, that Company may receive payment from a GCRC Vendor, which has been disclosed to GCRC in accordance with Section 6(b)(2), for marketing services provided by the Company to such GCRC Vendor.

(4) Company may not receive a commission, fee, or charge from any money paid by GCRC for advertising or promotional material.

(c) Non-Compete. During the term of this Agreement and for a period of two (2) years from the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall not, directly or indirectly, become interested in (as partner, stockholder, director, officer, principal, agent, employee, trustee, lender of money or in any other relation or capacity whatsoever) any business that exclusively performs services at the South Rim of the Grand Canyon without the prior written consent of GCRC.

7. TERM. The term of this Agreement shall commence on June 1, 2005, and terminate on December 31, 2010, unless terminated sooner by GCRC pursuant to Sections 8 and 9.

8. CONDITIONS GOVERNING TERMINATION.

(a) GCRC may terminate this Agreement by providing notice to Company, as provided in Section 9, upon the occurrence of the following ("Events of Default"):

- (1) Any material breach of this Agreement by Company; or
- (2) Any default or breach by Company of any other contract between GCRC and Company.

(b) At the option of GCRC and upon the death of Allison Raskansky or if Allison Raskansky becomes physically incapacitated or mentally incompetent such that she is unable to meaningfully participate in the management of Company, GCRC may terminate this Agreement at the end of the current quarter after delivery of 30 days prior written notice to

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Company; provided, however, in years 2009 and 2010, GCRC may only terminate this Agreement under this Section 8(b) on December 31st.

(c) In the event of a Force Majeure event that has a material adverse impact on GCRC's financial statements, including financial projections, then GCRC may terminate this Agreement after 90 days written notice to Company. "Force Majeure" means an event that is reasonably not anticipated by GCRC and not within the reasonable control of GCRC. Force Majeure includes strike, lockout, act of a public enemy, severe weather, war, terrorism, blockade, insurrection, riot or act of God.

(d) In the event that GCRC's Western Town Annual Gross Revenues does not increase by over 5% over the previous 12 month period, then GCRC may terminate this Agreement after 90 days written notice to Company.

9. NOTICE AND CURE. Upon the occurrence of an Event of Default, GCRC shall submit written notice of the default to Company (a "Notice of Default"). Company shall have 30 days from receipt of such Notice of Default to cure any Event of Default and this Agreement shall not be terminated if Company shall have cured such default within 30 days after receipt of the Notice of Default.

10. REPRESENTATIONS AND RELATIONSHIP OF PARTIES.

(a) In order to induce GCRC to enter into this Agreement, Company represents and warrants that the following statements are true and correct to the best of its knowledge: (a) Company is a corporation duly organized and validly existing under the laws of the State of Nevada; (b) Company has the corporate power and corporate authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by GCRC this Agreement constitutes the valid and binding obligation of Company, enforceable in accordance with its terms; and (d) Company is in compliance with all applicable federal, state and local laws in connection with this Agreement and which may relate to this Agreement and the transactions contemplated hereby.

(b) In order to induce Company to enter into this Agreement, GCRC represents and warrants that the following statements are true and correct to the best of its knowledge: (a) GCRC is an entity duly organized and validly existing; (b) GCRC has the power and authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by Company, this Agreement constitutes the valid and binding obligation of GCRC, enforceable in accordance with its terms; and (d) GCRC is in compliance with all applicable federal state and local laws, including, but not limited to, those which may relate to this Agreement and the transactions contemplated hereby. Company is an independent contractor and not an agent or employee of GCRC.

(c) Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between GCRC and Company other than that of independent contractor. Neither

Signature

party shall have any authority to supervise the employees, representatives or subcontractors of the other party, nor to make any statements, representations or commitments of any kind or take any actions which will be binding upon the other party except as specifically provided in this Agreement.

11. **INSURANCE.** Company shall obtain (or in GCRC's sole and absolute discretion, GCRC may obtain the insurance required under Section 11(a) below, at the Company's sole cost and expense) and provide GCRC with written evidence of the following insurance coverage, which coverage shall remain in force during the term of this Agreement:

(a) Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG0001 (11/88) or ISO Comprehensive General Liability "occurrence" Form GL0002 (Ed 1/73) with the Broad Form Comprehensive General Liability Endorsement GL0404, including blanket contractual liability coverage, with limits of at least:

\$2,000,000 General Aggregate
\$1,000,000 Personal and Advertising Injury Limit
\$100,000 Fire Damage Limit (Any One Fire)
\$5,000 Medical Expense Limit (Any One Person)

(b) Employer's Liability or Stop Gap Liability insurance with limits of not less than \$1,000,000 each Accident, \$1,000,000 Each Employee Disease, and \$1,000,000 Policy Limit Disease.

(c) Automobile Liability Insurance on ISO Business Auto Coverage form number CA0001, including Symbol 1. Each vehicle with a seating capacity of 15 passengers or less must have limits of liability of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(d) Insurance in accordance with all applicable state and federal laws relating to workers' compensation with respect to all of Company's employees, owners and officers, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Each policy of insurance shall be in a form and with insurers satisfactory to GCRC and provide 30 days advance notice to GCRC of non-renewal, material change, cancellation or potential exhaustion of aggregate limits. The policy provided pursuant to Section 11(a) must include an endorsement amending the aggregate limits to apply on per location or per project basis. Company shall have GCRC and the Hualapai Indian Tribe named as an additional insured on the policies described under Section 11(a); and such policies shall not have deductibles that exceed \$5,000 per occurrence. Prior to the commencement of the Services and thereafter upon GCRC's request during the term of this Agreement, Company shall provide GCRC with written evidence of the required coverage in the form of a certificate of insurance with the applicable endorsements attached or a copy of the policy.

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12. ARBITRATION; GOVERNING LAW; JURISDICTION.

(a) Mandatory Arbitration. Any controversy, claim or dispute arising out of or related to this Agreement shall be resolved through binding arbitration. The arbitration shall be conducted by a sole arbitrator; provided, however, if the parties cannot agree upon an arbitrator, each party will select an arbitrator and the two arbitrators will select the sole arbitrator to resolve the dispute. Either party may request and thus initiate arbitration of the dispute by written notice ("Arbitration Notice") to the other party. The Arbitration Notice shall state specifically the dispute that the initiating party wishes to submit to arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as limited by Section 12(d). Judgment upon the award (as limited by Section 12(d)) rendered by the arbitrator may be enforced through appropriate judicial proceedings in any federal court having jurisdiction. Prompt disposal of any dispute is important to GCRC and Company. The parties agree that the resolution of any dispute shall be conducted expeditiously, to the end that the final disposition thereof shall be accomplished within 120 days or less.

(b) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Nevada and the Hualapai Indian Tribe. The laws of the State of Nevada specifically exclude, however, any laws of the State of Nevada that may be interpreted to (i) waive GCRC's or Hualapai Indian Tribe sovereign immunity (ii) require arbitration, other than as agreed to in Section 12(a) above, or (iii) require GCRC or the Hualapai Indian Tribe to appear in any courts or hearings or other proceedings in the State of Nevada, except federal courts. The venue and jurisdiction for (i) any litigation under this Agreement and (ii) all other civil matters arising out of the Services or this Agreement shall be the federal courts sitting in the State of Arizona, and located in or around Peach Springs, Arizona.

(c) Unenforceability. With respect to any provision of this Agreement finally determined by a federal court of competent jurisdiction to be unenforceable, such federal court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the parties shall abide by such federal court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision shall remain in full force and effect.

(d) Limited Waiver of Sovereign Immunity. GCRC expressly waives its sovereign immunity with respect to all disputes arising out of this Agreement to the extent permitted under the Hualapai Indian Tribe's Constitution. GCRC's waiver of sovereign immunity from suit is specifically limited by the Hualapai Indian Tribe's Constitution and to the following actions and judicial remedies:

- (1) The action must be brought by Company and not by any other person, corporation, partnership, government, governmental agency or entity whatsoever; and



- (2) Any money damages will be limited to the assets that are solely owned by GCRC. No money damages, awards, fines, fees, costs or expenses can be brought or awarded against the Hualapai Indian Tribe in arbitration, judicial, or governmental agency action; and
- (3) An action in a federal court of competent jurisdiction in Arizona to either (i) compel arbitration or (ii) enforce a determination by an arbitrator requiring GCRC to specifically perform any obligation under this Agreement (other than an obligation to pay any money damages under Section 12(d)(2)).

13. ATTORNEYS' FEES. If a lawsuit arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to recover from the other party the substantially prevailing party's reasonable costs, expenses and attorneys' fees, including in-house attorneys' fees incurred in such action.

14. COMPLIANCE WITH LAWS; GOVERNMENTAL AGENCY COMMUNICATIONS. Company shall comply with laws, rules, regulations, and ordinances of the Hualapai Indian Tribe, the state(s) where the Services are being performed, and United States of America if applicable. Company shall not contact any governmental agency regarding the Services unless GCRC's approval is secured prior to the communication.

15. NO ASSIGNMENTS OR DELEGATION.

(a) This Agreement may not be assigned, by operation of law or otherwise, by Company without the prior written consent of GCRC, which may be withheld in its sole discretion.

(b) None of the Services may be delegated or subcontracted to an independent contractor without the prior written consent of GCRC, which may be withheld in its sole discretion. In the event Company retains any independent contractor to perform all or any portion of the Services, however, Company shall remain fully responsible for the manner and quality of Services performed.

16. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights or benefits to parties other than GCRC or Company.

17. TIME OF ESSENCE. Time is of the essence of this Agreement.

18. NOTICES. All notices and communications relating to this Agreement in any manner whatsoever shall be deemed given when delivered personally to that party, transmitted via facsimile (with electronic confirmation) to that party at the facsimile number for that party set forth below, mailed by certified mail (postage prepaid and return receipt requested) to that party at the address for that party set forth below, or delivered by Federal Express or any other similar nationally recognized express delivery service for delivery to that party at that address:

To Company:

DESTINATION GRAND CANYON, INC.
Attn.: Allison Raskansky

Signature

Fax: (702) _____

With a copy to: _____

To GCRC:

GRAND CANYON RESORT CORPORATION
Attn.: President
P.O. Box 359
Peach Springs, Arizona 86434
Fax: (928) 769-2410

With a copy to:

Mark D. Ohre, Esq.
Snell & Wilmer L.L.P.
One Arizona Center
Phoenix, Arizona 85004-2202
Fax: (602) 382-6070

Any party may change its address or telecopy number for notices under this Agreement at any time by giving the other party notice of such change.


19. **EXECUTION; ENTIRE AGREEMENT.** This Agreement shall not become effective or binding upon the parties until accepted by both parties as evidenced by their respective signatures hereto. This Agreement constitutes the final and complete agreement between the parties hereto with respect to the subject matter of this Agreement, superseding all prior agreements, written or oral, or discussions between the parties relating to the subject matter hereof. This Agreement and may be amended or modified only by a writing signed by duly authorized representatives of GCRC and Company.

20. **GENDER.** Whenever used in this Agreement, words in the masculine gender shall include the feminine gender and vice versa.

21. **LIMITED EFFECT OF WAIVER.** No failure or delay by either party hereto in exercising any power, right or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any such power, right or privilege will preclude any other or further exercise thereof or of any other power, right or privilege.

22. **CONSTRUCTION.** This Agreement is the result of negotiations between GCRC and Company. Accordingly, the Agreement shall not be construed for or against GCRC or Company, regardless of which party drafted the Agreement or any part thereof. The underlined headings contained herein are for convenience only and are not to be deemed to be part of this Agreement and are not to be referred to in connection with the interpretation of this Agreement.

23. **FURTHER ASSURANCES.** GCRC and Company shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action



necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, Company and GCRC, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement the day and year first above written.

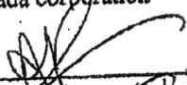
GCRC:

**HWAL'BAY BA:J ENTERPRISES, INC., dba
GRAND CANYON RESORT CORPORATION, a
tribally chartered corporation of, and owned by, the
Nation**

By: _____
Name: _____
Title: _____

COMPANY:

**DESTINATION GRAND CANYON, INC., a
Nevada corporation**

By:  _____
Name: Allison Raskam _____
Title: President CEO _____



APPENDIX A

SCOPE OF SERVICES

The Services to be performed by Company shall include, but not be limited to, the following:

1. Consulting, advising or coaching GCRC's marketing, sales and advertising as it relates to the to be constructed old-west themed facility;
2. Representative shall use its best efforts to promote Grand Canyon West as a destination including the promotion of the Western Town facility Products at Grand Canyon West;
3. Representative will devote adequate time and effort to perform its obligation;
4. Representative shall also provide consulting and assistance to Company in promotional activities for the Western Town facility, such as trade shows, product presentations, sales calls and other activities of GCRC with respect to the Products;
5. Representative shall report monthly to GCRC concerning promotion of the Products in addition the representative will;
6. Analyze GCRC's current and proposed products and services;
7. Assist with product development and implementation in the market place;
8. Assist with and arrange for Sales training at the Western Town facility;
9. Create, prepare and submit to GCRC for its prior approval advertising ideas and programs;
10. Prepare and submit to GCRC for its prior approval estimates of costs and expenses associated with proposed advertising ideas and programs;
11. Design and prepare, or arrange for the design and preparation of, advertisements; and
12. Order advertising space, time or other means to be used for publication of Advertiser's advertisements, at all times endeavoring to secure the most efficient and advantageous rates available.

APPENDIX B

COMPANY COMPENSATION

1. **Monthly Fee.** During the term of the Agreement, GCRC shall pay Company a monthly fee as follows:

Fiscal Year	Amount
June 1, 2005, to December 31, 2005	\$2,500
January 1, 2006, to December 31, 2006	\$2,500
January 1, 2007, to December 31, 2007	\$3,000
January 1, 2008, to December 31, 2008	\$3,000
January 1, 2009, to December 31, 2009	\$3,000
January 1, 2010, to December 31, 2010	\$3,000

2. **Reimbursable Expenses.** GCRC shall pay Company's pre-approved reimbursable expenses (to the extent consistent with the approved annual expense budget) within 30 days of receipt of invoice from Company.

3. **Percentage of Gross Annual Sales.**

(a) GCRC shall pay to Company, within thirty (30) days of the close of each month during 2005 and 2006, 2.5% of GCRC's Western Town Annual Gross Revenues.

(b) GCRC shall pay to Company, within thirty (30) days of the close of each month during 2007 through 2010, a percentage of GCRC's Western Town Annual Gross Revenues as follows:

Western Town Annual Gross Revenues	Percentage Paid to Company
\$0 to \$5,000,000.00	2.5%
\$5,000,001.00 to \$10,000,000.00	3.0%
\$10,000,001.00 to \$20,000,000.00	3.5%
\$20,000,001.00 and above	4.0%

(c) **"Western Town Annual Gross Revenues"** means all revenues, receipts and income of any kind derived directly by GCRC from or in connection with operations of the to-be-constructed old-west themed facility, whether on a cash basis or credit, paid or collected,

determined in accordance with generally accepted accounting principles, excluding, however: (i) all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) all revenues, receipts and income from operations with Oriental Travel and Tours, Inc., or any affiliates; (iii) all revenues, receipts and income from operations of to be constructed Indian Village and Skywalk facility; (iv) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (v) all revenues, receipts and income from federal, state and municipal grants; (vi) interest accrued on amounts in GCRC's operating reserve and any capital reserve; (vii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (viii) proceeds from the sale, condemnation or other disposition of non-inventory assets; (ix) returned deposits or refunds to customers, (x) imputed value of goods or services furnished on a complimentary basis; and (xi) proceeds of insurance. Western Town Annual Gross Revenues shall be determined on an accrual basis.

4. Annual Audit. GCRC performs an annual audit commencing on January 1st of each year. Due to the required auditing procedures, December's percentage of sales payment due at the end of January may be delayed for up to 90 days.

Swy / 

**MARKETING SERVICES AGREEMENT
(SKYWALK)**

This MARKETING SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 1st day of June, 2005, between HWAL'BAY BAJ ENTERPRISES, INC., dba 'SA' NYU WA, a tribally chartered corporation of, and owned by, the Hualapai Indian Tribe ("SNW"), and DESTINATION GRAND CANYON, INC., a Nevada corporation ("Company").

RECITALS:

A. Company is actively engaged in the marketing and promotion of tours and tourism related projects on, at, or near Las Vegas, Nevada, and all surrounding areas, including, without limitation, Grand Canyon West located within the Hualapai Indian Reservation ("Grand Canyon West").

B. SNW is actively involved in the tourism and tourist related industries and desires assistance in the marketing, sales and promotion of their existing and future business interests and projects.

C. SNW is willing to engage Company and Company is willing to provide marketing services to SNW in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SNW and Company agree as follows:

1. **SCOPE OF SERVICES.** Company's work shall include the provision of such services, preparation of such documents, reports and presentations as described in Appendix A, attached hereto and made a part hereof by this reference (the "Services").

2. **JOINT PERFORMANCE.**

(a) The parties warrant and represent to each other that they will not act in any manner which would cause this Agreement to be altered, amended, modified, canceled, or terminated (except as allowed by Section 8) without the consent of the other and that they will at all times act in good faith and deal fairly with the other party. The parties further warrant and represent that they will take all action necessary to ensure that this Agreement shall remain in good standing at all times and will fully cooperate with each other in achieving the goals of this Agreement.

(b) Company shall perform the Services in an efficient and economical manner consistent with the level of care, skill, practice and judgment exercised by other professional service providers in performing services of a similar nature under similar circumstances. Company represents and warrants to SNW that all persons who will be performing the Services possess the requisite skill, training and experience and hold all required licenses and permits to render the Services contemplated by this Agreement.

SNW/AF

(c) Company will lease an H2 Hummer in the Company's name. The Hummer Lease will be pre-approved by SNW and the Hummer will be wrapped in Skywalk-related marketing material and pictures approved by SNW for the term of this Agreement. Company will use the Hummer only while performing the Services.

3. **COMPENSATION.** The compensation from SNW to Company in exchange for the Services shall be as set forth in Appendix B, attached hereto and made a part hereof by this reference.

4. **ACCESS TO INFORMATION.** Within sixty (60) days of the execution of this Agreement, SNW agrees to provide Company with a detailed annual budget for all of SNW's tourist and tourism related business interests, broken down into individual line items. SNW also agrees to provide Company with access to any and all of SNW's current tourist and tourism related projects. Upon Company's reasonable request, SNW will provide Company with documents, drawings, photographs, reports, data and other information reasonably necessary, in SNW's sole and absolute discretion, for the effective and efficient performance of the Services. Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in connection with the Services are the sole property of SNW for use exclusively by SNW or its designated agents and employees and shall be submitted to SNW within 5 working days after a written request from SNW, and, in any event, upon termination of this Agreement.

5. **EMPLOYMENT PREFERENCES.**

(a) It is recognized that one of the basic factors involved in this Agreement is the fact that substantial and persistent Native American unemployment and underemployment exists, and the Services are reasonably calculated to provide more than a temporary alleviation of such unemployment and underemployment.

(b) Eligible Individuals shall receive preference in hiring and in all other aspects of employment with Company in connection with the operation of the Services in accordance with terms of this Agreement. As used in this Agreement, "Eligible Individual" means an enrolled Native American and any other individual that, pursuant to federal law applicable to Native Americans, can be given preference in employment decisions.

(c) Company shall notify the Director of Human Resources for SNW (the "Personnel Director") of all job openings in connection with the Services and the required qualifications for such job openings. Company shall not employ any person who is not an Eligible Individual without giving the Personnel Director at least three working days prior notice so that a qualified Eligible Individual may be referred for employment.

(d) Qualified Eligible Individuals shall have preference in promotions, and such openings shall be announced at least three days prior to filling them. Notice, together with the required qualifications for such open position, shall be given to the Personnel Director at least three days prior to the filling of any such vacancy if Company proposes to fill said vacancy with a non-Eligible Individual.



(e) It is the purpose and intent of the provisions of this Section 5(e) that if there are two or more persons qualified for a job opening, and one of such persons is an Eligible Individual, the qualified person who is an Eligible Individual shall be selected. If no qualified Eligible Individual applies for the job opening, a person who is not an Eligible Individual may be selected for employment. It is not the intent and purpose of this Section 5(e) to establish quotas. If no qualified Eligible Individual is available for a job opening or promotion and a non-Eligible Individual is hired or promoted by Company, such individual's employment or promotion shall not be terminated or rescinded solely upon the basis that a qualified Eligible Individual subsequently becomes available for hiring or promotion.

6. CONFIDENTIALITY; NON-COMPETE AGREEMENT.

(a) Confidentiality.

(1) Company agrees that all documents, drawings, photographs, reports, data and other information prepared or obtained by Company in the performance of the Services are confidential ("Confidential Information") and shall not be disclosed or made available to any individual or entity other than SNW except with the prior approval of SNW. Confidential Information also includes (i) information in both tangible and intangible form, oral and written form, or contained in any form relating to SNW's dealers, customers or vendors ("SNW Vendor"), existing or proposed products, research and development, software, services or marketing plans, and (ii) information which, though not specifically disclosed to Company by SNW, is made available to Company through Company's access to, or inspection of, SNW's facilities, products, customers, or suppliers.

(2) Company agrees that any and all Confidential Information, including all documents and other media containing Confidential Information and all reproductions (whether delivered to Company, reproduced by Company or generated by Company) shall at all times be and remain the sole and exclusive property of SNW. In addition, nothing in this Agreement shall be construed to convey to Company any right, title, interest, license or right to use Confidential Information or any other intellectual property, including, but not limited to, any patents, trademarks or copyrights that may be disclosed or discussed with Company. In the event of the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall promptly deliver to SNW all materials, documents and data of any nature contained in or pertaining to any Confidential Information and Company shall not take or remove any such materials, documents or data or any reproductions thereof.

(3) During the term of this Agreement and following the termination of this Agreement for a period of 10 years, Company shall not directly or indirectly use, furnish, disseminate, disclose, or authorize any disclosure to third parties any part or all of the Confidential Information without prior written consent by SNW. Nor shall Company use, copy or duplicate such Confidential Information, in whole or in part, for any purpose whatsoever except to perform Company's duties as are appropriate in conjunction with Services provided pursuant to this Agreement. Company further agrees that any Confidential Information Company obtains shall be disclosed only to those



persons employed by SNW whose duties reasonably require the need for such information, and then only on the basis of a clear understanding by those persons of their obligation to maintain confidentiality of such information and their obligation to restrict the use of such information as stated in this Agreement.

Agreement:

(b)

Conflict of Interests; Notification; Anti-Kickback. During the term of this

(1) Allison Raskansky shall not be employed by any person or entity who is a SNW Vendor;

(2) Company shall notify SNW of any contractual relationship, or negotiations concerning a contractual relationship, whether written or oral, between Company and any SNW Vendor; such notification to occur immediately, but no later than 5 working days following the commencement of any such contractual relationship, or negotiations concerning such contractual relationship;

(3) Company shall not accept any portion, split or percentage of any fees or charges earned or received by any SNW Vendor for the rendering of products or services by such SNW Vendor to the Skywalk Facilities; provided, however, that Company may receive payment from a SNW Vendor, which has been disclosed to SNW in accordance with Section 6(b)(2), for marketing services provided by the Company to such SNW Vendor.

(4) Company may not receive a commission, fee, or charge from any money paid by SNW for advertising or promotional material.

(c) Non-Compete. During the term of this Agreement and for a period of two (2) years from the termination of this Agreement for any reason (whether such termination is voluntary or involuntary), Company shall not, directly or indirectly, become interested in (as partner, stockholder, director, officer, principal, agent, employee, trustee, lender of money or in any other relation or capacity whatsoever) any business that exclusively performs services at the South Rim of the Grand Canyon without the prior written consent of SNW.

7. TERM. The term of this Agreement shall commence on June 1, 2005, and terminate on December 31, 2010, unless terminated sooner by SNW pursuant to Sections 8 and 9.

8. CONDITIONS GOVERNING TERMINATION.

(a) SNW may terminate this Agreement by providing notice to Company, as provided in Section 9, upon the occurrence of the following ("Events of Default"):

- (1) Any material breach of this Agreement by Company; or
- (2) Any default or breach by Company of any other contract between SNW and Company.

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(b) At the option of SNW and upon the death of Allison Raskansky or if Allison Raskansky becomes physically incapacitated or mentally incompetent such that she is unable to meaningfully participate in the management of Company, SNW may terminate this Agreement at the end of the current quarter after delivery of 30 days prior written notice to Company; provided, however, in years 2009 and 2010, SNW may only terminate this Agreement under this Section 8(b) on December 31st.

(c) In the event of a Force Majeure event that has a material adverse impact on SNW's financial statements, including financial projections, then SNW may terminate this agreement after 90 days written notice to Company. "Force Majeure" means an event that is reasonably not anticipated by SNW and not within the reasonable control of SNW. Force Majeure includes strike, lockout, act of a public enemy, severe weather, war, terrorism, blockade, insurrection, riot or act of God.

(d) In the event that the Skywalk Annual Gross Revenues do not increase by over 5% over the previous 12 month period, then SNW may terminate this Agreement after 90 days written notice to Company.

9. NOTICE AND CURE. Upon the occurrence of an Event of Default, SNW shall submit written notice of the default to Company (a "Notice of Default"). Company shall have 30 days from receipt of such Notice of Default to cure any Event of Default and this Agreement shall not be terminated if Company shall have cured such default within 30 days after receipt of the Notice of Default.

10. REPRESENTATIONS AND RELATIONSHIP OF PARTIES.

(a) In order to induce SNW to enter into this Agreement, Company represents and warrants that the following statements are true and correct to the best of its knowledge: (a) Company is a corporation duly organized and validly existing under the laws of the State of Nevada; (b) Company has the corporate power and corporate authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by SNW this Agreement constitutes the valid and binding obligation of Company, enforceable in accordance with its terms; and (d) Company is in compliance with all applicable federal, state and local laws in connection with this Agreement and which may relate to this Agreement and the transactions contemplated hereby.

(b) In order to induce Company to enter into this Agreement, SNW represents and warrants that the following statements are true and correct to the best of its knowledge: (a) SNW is an entity duly organized and validly existing; (b) SNW has the power and authority necessary and appropriate to own its properties and to conduct its business, including the business contemplated by this Agreement; (c) assuming due authorization, execution and delivery of this Agreement by Company, this Agreement constitutes the valid and binding obligation of SNW, enforceable in accordance with its terms; and (d) SNW is in compliance with all applicable federal state and local laws, including, but not limited to, those which may relate to this Agreement and the transactions contemplated hereby. Company is an independent contractor and not an agent or employee of SNW.

SNW

(c) Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between SNW and Company other than that of independent contractor. Neither party shall have any authority to supervise the employees, representatives or subcontractors of the other party, nor to make any statements, representations or commitments of any kind or take any actions which will be binding upon the other party except as specifically provided in this Agreement.

11. **INSURANCE.** Company shall obtain (or in SNW's sole and absolute discretion, SNW may obtain the insurance required under Section 11(a) below, at the Company's sole cost and expense) and provide SNW with written evidence of the following insurance coverage, which coverage shall remain in force during the term of this Agreement:

(a) Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG0001 (11/88) or ISO Comprehensive General Liability "occurrence" Form GL0002 (Ed 1/73) with the Broad Form Comprehensive General Liability Endorsement GL0404, including blanket contractual liability coverage, with limits of at least:

\$2,000,000 General Aggregate
\$1,000,000 Personal and Advertising Injury Limit
\$100,000 Fire Damage Limit (Any One Fire)
\$5,000 Medical Expense Limit (Any One Person)

(b) Employer's Liability or Stop Gap Liability insurance with limits of not less than \$1,000,000 each Accident, \$1,000,000 Each Employee Disease, and \$1,000,000 Policy Limit Disease.

(c) Automobile Liability Insurance on ISO Business Auto Coverage form number CA0001, including Symbol 1. Each vehicle with a seating capacity of 15 passengers or less must have limits of liability of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(d) Insurance in accordance with all applicable state and federal laws relating to workers' compensation with respect to all of Company's employees, owners and officers, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Each policy of insurance shall be in a form and with insurers satisfactory to SNW and provide 30 days advance notice to SNW of non-renewal, material change, cancellation or potential exhaustion of aggregate limits. The policy provided pursuant to Section 11(a) must include an endorsement amending the aggregate limits to apply on per location or per project basis. Company shall have SNW and the Hualapai Indian Tribe named as an additional insured on the policies described under Section 11(a), and such policies shall not have deductibles that exceed \$5,000 per occurrence. Prior to the commencement of the Services and thereafter upon SNW's request during the term of this Agreement, Company shall provide SNW with written evidence of the required coverage in the form of a certificate of insurance with the applicable endorsements attached or a copy of the policy.

Signature

12. ARBITRATION; GOVERNING LAW; JURISDICTION.

(a) Mandatory Arbitration. Any controversy, claim or dispute arising out of or related to this Agreement shall be resolved through binding arbitration. The arbitration shall be conducted by a sole arbitrator; provided, however, if the parties cannot agree upon an arbitrator, each party will select an arbitrator and the two arbitrators will select the sole arbitrator to resolve the dispute. Either party may request and thus initiate arbitration of the dispute by written notice ("Arbitration Notice") to the other party. The Arbitration Notice shall state specifically the dispute that the initiating party wishes to submit to arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, as limited by Section 12(d). Judgment upon the award (as limited by Section 12(d)) rendered by the arbitrator may be enforced through appropriate judicial proceedings in any federal court having jurisdiction. Prompt disposal of any dispute is important to SNW and Company. The parties agree that the resolution of any dispute shall be conducted expeditiously, to the end that the final disposition thereof shall be accomplished within 120 days or less.

(b) Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Nevada and the Hualapai Indian Tribe. The laws of the State of Nevada specifically exclude, however, any laws of the State of Nevada that may be interpreted to (i) waive SNW's or Hualapai Indian Tribe sovereign immunity (ii) require arbitration, other than as agreed to in Section 12(a) above, or (iii) require SNW or the Hualapai Indian Tribe to appear in any courts or hearings or other proceedings in the State of Nevada, except federal courts. The venue and jurisdiction for (i) any litigation under this Agreement and (ii) all other civil matters arising out of the Services or this Agreement shall be the federal courts sitting in the State of Arizona, and located in or around Peach Springs, Arizona.

(c) Unenforceability. With respect to any provision of this Agreement finally determined by a federal court of competent jurisdiction to be unenforceable, such federal court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the parties shall abide by such federal court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision shall remain in full force and effect.

(d) Limited Waiver of Sovereign Immunity. SNW expressly waives its sovereign immunity with respect to all disputes arising out of this Agreement to the extent permitted under the Hualapai Indian Tribe's Constitution. SNW's waiver of sovereign immunity from suit is specifically limited by the Hualapai Indian Tribe's Constitution and to the following actions and judicial remedies:

- (1) The action must be brought by Company and not by any other person, corporation, partnership, government, governmental agency or entity whatsoever; and

- (2) Any money damages will be limited to the assets that are solely owned by SNW. No money damages, awards, fines, fees, costs or expenses can be brought or awarded against the Hualapai Indian Tribe in arbitration, judicial, or governmental agency action; and
- (3) An action in a federal court of competent jurisdiction in Arizona to either (i) compel arbitration or (ii) enforce a determination by an arbitrator requiring SNW to specifically perform any obligation under this Agreement (other than an obligation to pay any money damages under Section 12(d)(2)).

13. **ATTORNEYS' FEES.** If a lawsuit arises in connection with this Agreement, the substantially prevailing party therein shall be entitled to recover from the other party the substantially prevailing party's reasonable costs, expenses and attorneys' fees, including in-house attorneys' fees incurred in such action.

14. **COMPLIANCE WITH LAWS: GOVERNMENTAL AGENCY COMMUNICATIONS.** Company shall comply with laws, rules, regulations, and ordinances of the Hualapai Indian Tribe, the state(s) where the Services are being performed, and United States of America if applicable. Company shall not contact any governmental agency regarding the Services unless SNW's approval is secured prior to the communication.

15. **NO ASSIGNMENTS OR DELEGATION.**

(a) This Agreement may not be assigned, by operation of law or otherwise, by Company without the prior written consent of SNW, which may be withheld in its sole discretion.

(b) None of the Services may be delegated or subcontracted to an independent contractor without the prior written consent of SNW, which may be withheld in its sole discretion. In the event Company retains any independent contractor to perform all or any portion of the Services, however, Company shall remain fully responsible for the manner and quality of Services performed.

16. **NO THIRD PARTY RIGHTS.** This Agreement shall not create any rights or benefits to parties other than SNW or Company.

17. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

18. **NOTICES.** All notices and communications relating to this Agreement in any manner whatsoever shall be deemed given when delivered personally to that party, transmitted via facsimile (with electronic confirmation) to that party at the facsimile number for that party set forth below, mailed by certified mail (postage prepaid and return receipt requested) to that party at the address for that party set forth below, or delivered by Federal Express or any other similar nationally recognized express delivery service for delivery to that party at that address:

SNW / [Signature]

To Company: DESTINATION GRAND CANYON, INC.
Attn.: Allison Raskansky

Fax: (702) _____

With a copy to: _____

To SNW: 'SA' NYU WA
Attn.: President
P.O. Box 359
Peach Springs, Arizona 86434
Fax: (928) 769-2410

With a copy to: Mark D. Ohre, Esq.
Snell & Wilmer LLP
One Arizona Center
Phoenix, Arizona 85004-2202
Fax: (602) 382-6070

Any party may change its address or telecopy number for notices under this Agreement at any time by giving the other party notice of such change.

19. **EXECUTION; ENTIRE AGREEMENT.** This Agreement shall not become effective or binding upon the parties until accepted by both parties as evidenced by their respective signatures hereto. This Agreement constitutes the final and complete agreement between the parties hereto with respect to the subject matter of this Agreement, superseding all prior agreements, written or oral, or discussions between the parties relating to the subject matter hereof. This Agreement and may be amended or modified only by a writing signed by duly authorized representatives of SNW and Company.

20. **GENDER.** Whenever used in this Agreement, words in the masculine gender shall include the feminine gender and vice versa.

21. **LIMITED EFFECT OF WAIVER.** No failure or delay by either party hereto in exercising any power, right or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any such power, right or privilege will preclude any other or further exercise thereof or of any other power, right or privilege.

22. **CONSTRUCTION.** This Agreement is the result of negotiations between SNW and Company. Accordingly, the Agreement shall not be construed for or against SNW or Company, regardless of which party drafted the Agreement or any part thereof. The underlined headings contained herein are for convenience only and are not to be deemed to be part of this Agreement and are not to be referred to in connection with the interpretation of this Agreement.

Sny / [Signature]

23. **FURTHER ASSURANCES.** SNW and Company shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, Company and SNW, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement the day and year first above written.

SNW:

'SA' NYU WA, a tribally chartered corporation of,
and owned by, the Nation

By: _____

Name: _____

Title: _____

COMPANY:

DESTINATION GRAND CANYON, INC., a
Nevada corporation

By: _____

Name: _____

Title: _____

Shy 

APPENDIX A

SCOPE OF SERVICES

The Services to be performed by Company shall include, but not be limited to, the following:

1. Consulting, advising or coaching SNW's marketing, sales and advertising as it relates to the to-be-constructed Skywalk facility;
2. Representative shall use its best efforts to promote the Skywalk facility as a destination including the promotion of the Skywalk facility Products;
3. Representative will devote adequate time and effort to perform its obligation;
4. Representative shall also provide consulting and assistance to SNW in promotional activities for Skywalk facility such as trade shows, product presentations, sales calls and other activities of the SNW with respect to the Products;
5. Representative shall report monthly to SNW concerning promotion of the Products in addition the representative will;
6. Analyze SNW's current and proposed products and services;
7. Assist with product development and implementation in the market place;
8. Assist with and arrange for Sales training at the Skywalk facility;
9. Create, prepare and submit to SNW for its prior approval advertising ideas and programs;
10. Prepare and submit to SNW for its prior approval estimates of costs and expenses associated with proposed advertising ideas and programs;
11. Design and prepare, or arrange for the design and preparation of, advertisements; and
12. Order advertising space, time or other means to be used for publication of Advertiser's advertisements, at all times endeavoring to secure the most efficient and advantageous rates available.

APPENDIX B

COMPANY COMPENSATION

1. Monthly Fee. During the term of the Agreement, SNW shall pay Company a monthly fee of \$10,000.

2. Reimbursable Expenses.

(a) SNW shall pay Company's pre-approved reimbursable expenses (to the extent consistent with the approved annual expense budget) within 30 days of receipt of invoice from Company.

(b) SNW will reimburse Company for lease payments under the pre-approved Hummer Lease and costs related to the advertising wrap. Company will be responsible for the acquisition and replacement of equipment required to maintain the Hummer, the purchase of fuel, insurance, and the regular maintenance of the Hummer.

3. Percentage of Gross Annual Sales.

(a) Base Revenue Amount. The "Base Revenue Amount" equals \$5,000,000 and the "Second Tier Base Amount" equals \$10,000,000 for SNW's fiscal year ending December 31, 2005, and both will be increased at the beginning of each fiscal year by 20% as follows:

Fiscal Year	Base Revenue Amount
June 1, 2005, to December 31, 2005	\$5,000,000 (Base Revenue Amount) \$10,000,000 (Second Tier Base Amount)
January 1, 2006, to December 31, 2006	\$6,000,000 (Base Revenue Amount) \$12,000,000 (Second Tier Base Amount)
January 1, 2007, to December 31, 2007	\$7,000,000 (Base Revenue Amount) \$14,000,000 (Second Tier Base Amount)
January 1, 2008, to December 31, 2008	\$8,000,000 (Base Revenue Amount) \$16,000,000 (Second Tier Base Amount)
January 1, 2009, to December 31, 2009	\$9,000,000 (Base Revenue Amount) \$18,000,000 (Second Tier Base Amount)
January 1, 2010, to December 31, 2010	\$10,000,000 (Base Revenue Amount) \$20,000,000 (Second Tier Base Amount)

(b) SNW shall pay to Company, within thirty (30) days of the close of each month after the Base Revenue Amount is satisfied, for the term of this Agreement, a percentage of Grand Canyon West's Skywalk Annual Gross Revenues as follows:

Skywalk Annual Gross Revenues	Percentage Paid to Company
\$0 to Base Revenue Amount	1.0%
Base Revenue Amount to Second Tier Base Amount	2.0%
Second Tier Base Amount to \$20,000,000.00	2.5%
\$20,000,001.00 to \$35,000,000.00	3.0%
\$35,000,001.00 to \$50,000,000.00	3.5%
\$50,000,001.00 and above	4.0%

(c) "Skywalk Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by Grand Canyon West from or in connection with operations of the to be constructed Skywalk facility, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) all revenues, receipts and income from operations with Oriental Travel and Tours, Inc. or any affiliates; (ii) all revenues, receipts and income from operations of the to be constructed old-west themed facility; (iii) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (iv) all revenues, receipts and income from federal, state and municipal grants; (v) interest accrued on amounts in operating reserve and any capital reserve; (vi) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (vii) proceeds from the sale, condemnation or other disposition of non-inventory assets; (viii) returned deposits or refunds to customers; (ix) imputed value of goods or services furnished on a complimentary basis, and (x) proceeds of insurance. Skywalk Annual Gross Revenues shall be determined on an accrual basis.

4. Percentage of Oriental Travel and Tours Sales.

(a) OTT Base Revenue Amount. The "OTT Base Revenue Amount" will equal \$5,000,000 for SNW's fiscal year ending December 31, 2005, and be increased at the beginning of each fiscal year by 20% as follows:

Fiscal Year	Base Revenue Amount
June 1, 2005, to December 31, 2005	\$5,000,000

Sam [Signature]

Fiscal Year	Base Revenue Amount
January 1, 2006, to December 31, 2006	\$6,000,000
January 1, 2007, to December 31, 2007	\$7,000,000
January 1, 2008, to December 31, 2008	\$8,000,000
January 1, 2009, to December 31, 2009	\$9,000,000
January 1, 2010, to December 31, 2010	\$10,000,000

(b) SNW shall pay to Company, within thirty (30) days of the close of each month after the OTT Base Revenue Amount is satisfied, for the term of this Agreement, a percentage of OTT Skywalk Annual Gross Revenues as follows:

OTT Skywalk Annual Gross Revenues	Percentage Paid to Company
\$0 to OTT Base Revenue Amount	0.50%
OTT Base Revenue Amount to \$10,000,000.00	1.00%
\$10,000,001.00 to \$20,000,000.00	1.25%
\$20,000,001.00 to \$35,000,000.00	1.50%
\$35,000,001.00 to \$50,000,000.00	1.75%
\$50,000,001.00 and above	2.00%

(c) "OTT Skywalk Annual Gross Revenues" means all revenues, receipts and income of any kind derived directly by SNW from or in connection with the services provided by Oriental Travel and Tours, Inc. from or in connection with operations of the to be constructed Indian Village and Skywalk facility, whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles, excluding, however: (i) eighty-five percent (85%) of all revenues, receipts and income from all helicopter activities that occur below the rim of the Grand Canyon; (ii) Skywalk Annual Gross Revenues; (iii) all revenues, receipts and income from operations of the to be constructed old-west themed facility; (iv) all revenues, receipts and income of the Hualapai River running operation, Hualapai Lodge operation, and Hualapai Wildlife Conservation operation; (v) all revenues, receipts and income from federal, state and municipal grants; (vi) interest accrued on amounts in operating reserve and any capital reserve, (vii) federal, state, tribal, and municipal excise, sales, transaction privilege, and use taxes collected directly from customers or as part of the sales price of any goods or services; (viii) proceeds from the sale, condemnation or other disposition of non-inventory assets; (ix) returned deposits or refunds to customers, (x) imputed value of goods or

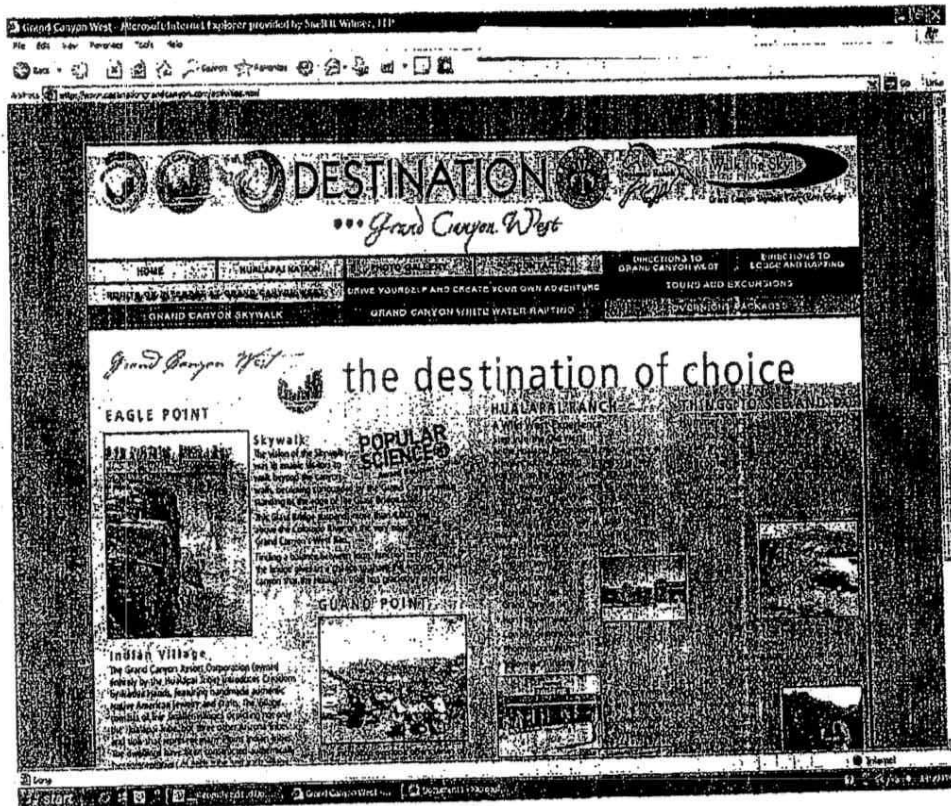
Signature

Destination Grand Canyon, Inc. v Hwal'Bay Ba:J Enters., Inc., et al.

Case No. 79-147-Y-000104-09

**DEFENDANT HWAL'BAY BA:J ENTERPRISES, INC.'S
ANSWER AND COUNTERCLAIMS**

EXHIBIT B





DESTINATION

...Grand Canyon West

HOME

GRAND CANYON WEST

PHOTO GALLERY

CONTACT

DIRECTIONS TO GRAND CANYON WEST

DIRECTIONS TO LODGING AND RAFTING

GRAND CANYON SKYWALK

GRAND CANYON WHITE WATER RAFTING

OVERNIGHT PACKAGES

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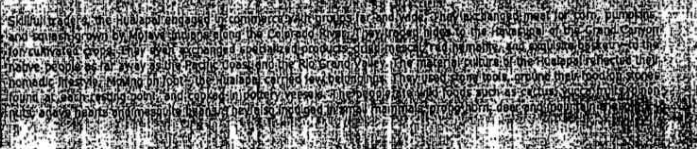
...Grand Canyon West

DIRECTIONS TO LODGE AND RAFTING

TOURS AND EXCURSIONS

TOURS AND EXCURSIONS
GOVERNMENT PACKAGES

The Hualapai are a native people of the Southwest. Traditionally they inhabited an area of more than 100,000 acres. Their homeland stretched southward from the Grand Canyon Southwest to the Bill Williams and Santa Fe rivers, and from the Black Mountain region to the pine forests of the San Francisco Peaks. Primarily nomadic hunter-gatherers, the Hualapai were organized in bands. Each band occupied a defined territory, a number of seasonal camps, and hunting grounds and animals. Ceremonies and rituals were practiced in locations where natural water was available.



As needed, the Kuelapet assembled shingle from tree bark and palm fronds in a thatched hut. The thatched hut simple thatched roof and dome houses at each camp for shade in summer and during rain. Sheltered huts in winter. Men and women entered them less frequently, primarily for health.

The connecting of the Hair makes them one person; for happiness given to them, cannot be shared with anyone else.

Destination Grand Canyon, Inc. v Hwal'Bay Ba:J Enters., Inc., et al.

Case No. 79-147-Y-000104-09

**DEFENDANT HWAL'BAY BA:J ENTERPRISES, INC.'S
ANSWER AND COUNTERCLAIMS**

EXHIBIT C

Grand Canyon West Tours Review | Grand Canyon | Fodor's Travel Guides - Microsoft Internet Explorer provided by Sprint & Wilmer.

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Phone: 928/769-2230; 888/255-9850

www.destinationgrandcanyon.com

Category: Tours

Location: West Rim

Fodor's Review:

Shuttle bus, helicopter, boat trips, and food are available at the West Rim. Visitors aren't allowed to travel in their own vehicles once they reach the West Rim, but must purchase tour packages on Grand Canyon West Tours. For an extra cost you can add a helicopter trip into the canyon, a boat trip on the Colorado, or a walk on the Skywalk. Depending on the package you purchase, Hualapai guides will take you to canyon viewpoints (Quartermaster, Eagle Point, and Guano Point) and Hualapai Ranch (western school on the Indian

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